

COL-13  
**INDER SINGH** (Advocate)  
NOTARY PUBLIC  
Off: Multani Complex  
Main Chauraha Kashipur  
Mob- No. 9837002101

**LEGAL ADVISER**  
I. Punjab National Bank, II. Allahabad Bank.  
III. Uttarakhand Gramin Bank.  
IV. The Nainital Bank Ltd. V. Andhra Bank.  
VI. Union Bank of India. VII. HDFC Bank.  
VIII Oriental Bank of Commerce. IX. Bank of India.  
X. U.S. Nagar Distt. Co-operative Bank Ltd,  
XI. State Bank of India. XII. Canara Bank.

To,

Date: 30-11-2016

The Branch Manager  
**Canara Bank,**  
Branch: Kashipur Distt. U.S. Nagar

**ANNEXURE-III**  
**LEGAL SCRUTINY REPORT**

**Sub: Legal Scrutiny Report in respect of the file of M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa through its Authorised representative Sri Abhilash Kamani S/o Sri Ashok Kumar Kamani R/o C-405, 406 Ganpati Apartment, Aliganj Road, Kashipur Distt. U.S. Nagar**

**A. Description of documents scrutinized:-**

| S. No. | Date of Document | Nature of Document                | Whether Original / Certified / True - copy / Photostat copy | Description of Registration  |
|--------|------------------|-----------------------------------|---|--|
| 1.     | 06-03-2012       | Sale deed                         | Original deed   | Sale deed registered in Bahi no1, zidl No. 2866 on page no 1/42 at serial no 2809 on dt. 06-03-2012 in the office sub-registrar Kashipur |
| 2.     | 08-11-2016       | Khatauni no 244 of 1417-1422fasli | Verified Copy   |  |
| 3.     | 22-11-2016       | Khatauni no 517 of 1411-1416fasli | Certified Copy  |  |
| 4.     | 06-09-2007       | Declaration u/s 143ZA & LR Act    | Verified Copy   |  |
|        |                  |                                   |   |  |

**B. Description of property/ properties:**

A piece of land situated in **Nand Nagar Industrial Estate Phase-II Village Mahuakhera Ganj** Tehsil Kashipur Distt. U.S Nagar, bearing Plot No-145, **Khasra No 1219** min area 0.6802hectare, boundary as per Sale deed dt. 06-03-2012 in East Road (Nand Nagar Industrial Estate Phase-II), in West Green Belt & Land of other person, in North J.H. Manufacturing, in South Road (Nand Nagar Industrial Phase-II)

*Indr Singh*

30.11.2016

Contd—2

**INDER SINGH**  
Advocate  
Reg. No.-817/04



(2)

B. Tracing of party's title at least for the last 30years. If connected title deeds reveal any circumstances or incidences which necessitate further tracing of party's title shall also be done.

- I. The afore said property stand in the name of Sri Mitarpal Singh S/o Sri Deviram, owner was the sankramaniya bhumidhar with transferable right recorded class of land varg-1ka Khasra no 1219min area 1.728hectare since 1384fasli for the year i.e. 1976, as per certified copy of Khatauni no 517 of 1411-1416fasli issue by Nayab Tehsildar Kashipur Distt. Udham Singh Nagar dt. 22-11-2016.
- II. That after Mitarpal Singh S/o Sri Jai Jai Ram, Khasra no 1219min area 1.728hectare sold to M/s Jindal Holiday Pvt. Ltd Ramnagar Road through director Sri Neeraj Agarwal S/o Sri Manmohan Agarwal, as per order mutation dt. 27-06-2007 in case no 30/2925 (2006-07) passed by Tehsildar Kashipur and above order mentioned in certified copy of Khatauni no 517 of 1411-1416fasli dt. 22-11-2016.
- III. That after Khasra no 1219 area 1.728hectare converted non-agriculture vide order Declaration u/s 143ZA & LR Act in case no 22/368 of 2006-07 passed by 1<sup>st</sup> class magistrate/SDO Kashipur dt. 06-09-2007.
- IV. That after M/s Jindal Holidays Pvt. Ltd., village Mahuakhhera Ganj through its director Sri Vijay Kumar Jindal S/o Late Shiv Kumar Jindal made a simple agreement with the Confirming Party in favour of M/s Siddharth Latex N Roaters Pvt. Ltd., Ramnagar Road Kashipur dt. 15-04-2011.
- V. Thereafter M/s Jindal Holidays Pvt. Ltd., village Mahuakhhera Ganj through its director Sri Vijay Kumar Jindal S/o Late Shiv Kumar Jindal and M/s Siddharth Latex N Roaters Pvt. Ltd., Ramnagar Road Kashipur (Confirming Party), Plot no-145, Khasra no 1219min area 0.6802hectare sold to **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneshwar, Orissa**, through sale deed registered in Bahi no1 zild no 2866 on page no 1/42 at serial no 2809 on dt. 06-03-2012 in the office sub-registrar Kashipur and above name mutated in revenue record in Tehsil Kashipur as per order mutation dt. 15-06-2012 in case no 30/4950 (11-12) passed by Tehsildar Kashipur and above order mentioned in Khatauni no 244 of 1417-1422fasli dt. 08-11-2016.
- VI. Now present owner **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneshwar, Orissa** of this property, from 06-03-2012 to till today.

Hence the chain of title is complete for 31years.

*Mohd. S. Singh*  
30.11.2016  
M. S. SINGH  
Advocate  
Reg. No. 817/04



(3)

D. Encumbrance Certificate for a period of 30 years for all the terms of properties subject to 'C' above.

As mentioned above in para no 'C' of this report.

E. Evidence of possession-findings on documents and revenue records.

Khatauni and Sale deed in favour on documents of **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa** the proposed mortgagers.

F. The documents to be deposited (Original/Certificate) for creation of valid and enforceable mortgaged and the specific persons who are required to create mortgage/ to deposit documents creating the mortgage.

| S. No. | Date of Document | Nature of Document                | Whether Original / Certified / True - copy / Photostat copy | Description of Registration  |
|--------|------------------|-----------------------------------|---|--|
| 1.     | 06-03-2012       | Sale deed                         | Original deed   | Sale deed registered in Bahi no1, zidl No. 2866 on page no 1/42 at serial no 2809 on dt. 06-03-2012 in the office sub-registrar Kashipur |
| 2.     | 08-11-2016       | Khatauni no 244 of 1417-1422fasli | Verified Copy   |  |
| 3.     | 22-11-2016       | Khatauni no 517 of 1411-1416fasli | Certified Copy  |  |
| 4.     | 06-09-2007       | Declaration u/s 143ZA & LR Act    | Verified Copy   |  |
| 5.     | 15-04-2011       | Copy of Agreement                 | Photo Copy  | In the name of M/s Siddharth Latex N Roaters Pvt.  |

G. Holding/acquisition is in accordance with the provisions of the Land Reforms Act. N/A

H. The mortgage, if created, will be available to the bank for the liability of intending borrower **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa** above named by deposited original documents.

I. Certificate of title should clearly disclose:

- Whether the party has an absolute, clear and marketable title over the property/properties proposed to be mortgaged. Yes
- Whether the party can execute valid simple mortgage/ equitable mortgage in favour of the Bank. Yes
- Whether any of the property intended to be given by way of mortgage is subject to any minor's or nay other claims. No

Place: Kashipur

Date: 30/11/2016

Signature  
Indir Singh  
30/11/16

**INDER SINGH**  
Advocate

INDER SINGH  
Advocate  
Reg. No.-817/03



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

I have gone through the Original Sale deed at serial no 2809 on dt. 06-03-2012 and Khatauni no 244 of 1417-1422fasli dt. 08-11-2016 and Certified Copy of Khatauni no 517 of 1411-1416fasli dt. 22-11-2016 and Declaration u/s 143ZA & LR Act dt. 06-9-2007 relating to the said property/land and that the documents of title referred to above, are perfect evidence of title. I further certify that:

1. I have made search in the sub-registrar office records and do not find any adverse features, which would prevent the title holders from creating charge over their property in favour of your Bank by depositing the aforementioned sale deeds and other connected documents fully mentioned in para-C of annexure -iv of this report.
2. I have visited the Sub-Registrar Kashipur and verified, the records/details of the said property belonging to **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa**
3. There are no prior mortgages/charges whatsoever as could be seen from the encumbrance certificate for the period from 01-01-1985 to 30-10-2016.
4. There are prior mortgage/charges to the extent of .....which are liable to be cleared or satisfied by complying with the following.
5. There are claims fro minor/s and his/their interest in the property is to the extent of.....(Specify the share of the minor's with name.) N/A
6. The undivided share of the minor's is (whether there is a claim or not).....(Specify the share of minor's).
7. The property is subject to the payment of Rs.....(Specify the liability that is fastened or could be fastened on the Property.
8. Provisions of urban land ceiling Act are not applicable/permission obtained:  
N/A
9. Holding/acquisition is in accordance with the provisions of the Land Reforms Act.  
Yes.
10. The mortgage/charge, if created, will be available to the Bank for the liability of the intending borrower/mortgagors.

I certify that **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa** above named have a valid marketable title in the property shown above. Now **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa** under noted property can equitable mortgage in favour of the Bank.

Enclose:

1. Inspection receipt No 182/19 Date 30-11-16
1. Photo Copy of Sale deed at serial no 2809 on dt. 06-03-2012
2. Khatauni no 244 of 1417-1422fasli dt. 08-11-2016
3. Certified Copy of Khatauni no 517 of 1411-1416fasli dt. 22-11-2016
4. Declaration u/s 143ZA & LR Act dt. 06-9-2007

Place: Kashipur

Date: 30-11-2016

*Indi Singh*  
30-11-16  
**INDER SINGH**  
Advocate.

INDER SINGH  
Advocate  
Reg. No. 817/04



ANNEXURE-II  
CHECKLIST FOR THE GUIDANCE OF THE ADVOCATES FOR SUBMISSION OF  
LEGAL SCRUTINY REPORT

**M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa**

| Sr. No. | Particulars  | Remarks  |
|---------|--|--|
| 1.      | Nature of Title (Ownership/Leasehold/Occupancy/Govt. Grant/Allotments etc.)  | <b>M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneswar, Orissa</b>                |
| 2.      | If leasehold, Whether<br>a) Lease deed is duly stamped and registered<br>b) Lessee is permitted to mortgage the Leasehold right.<br>c) Duration of the Lease/unexpired period of lease.<br>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. | No<br>N/A<br>N/A<br>N/A  |
| 3.      | If Govt. grant/allotment/Lease-cum-Sale agreement, whether:<br>a) Grant/agreement etc., provides for alienable rights to the mortgagor with or without conditions.<br>b) The mortgagor is competent to create charge on such property.   | N/A  |
| 4.      | If Occupancy right, whether<br>a) Such right heritable and transferable.<br>b) Mortgage can be created.  | N.A.   |
| 5.      | a) Whether provisions of Urban Land Ceiling Act applicable/permission obtained.<br>b) Whether NOC under Income Tax Act is required/obtained.<br>c) Whether records with the Registrar of Assurances verified (if applicable).  | N.A<br>N.A<br>Yes  |
| 6.      | Whether there are claims from Minor/s and his/their interest in the properties. Specify the share of minor/s with name.  | No   |
| 7.      | In case of agriculture land, the position regarding creation and enforceability with regard to local laws.   | Declaration u/s 143ZA & LR Act dt. 06-09-2007  |
| 8.      | In case of conversion of Agricultural land for commercial purposes, whether requisite procedure/permissions complied with/obtained.  | Above property converted non-agriculture by order Declaration u/s 143u.p.z.a.l.r.act dt. 06-09-2007. |

*Indu Singh*  
30.11.06

INDER SINGH  
Advocate  
Reg. No.-817/Ga



|     |  |      |
|-----|--|------|
| 9.  | <p>a) In case of partition/ settlement deeds, whether original deed is available for deposit. If not the modality/ procedure to be followed to create a valid mortgage.</p> <p>b) Whether mutation has been effected and the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition is valid in Law?</p>   | N/A  |
| 10. | <p>a) In case of partnership firm, whether the property belongs to the firm and registered.</p> <p>b) Whether the person/s creating the mortgage has/have the authority to execute on the behalf of the firm.</p>  | N.A. |
| 11. | In case of Limited Companies, verify the Borrowing Power Resolution, authority to create mortgage/execution of documents, any prior to charges with ROC, MOA/ AOA, provision for common seal etc.  | Yes  |
| 12. | In case of Societies/Associations, verify requisite resolutions, by laws, powers the POA is properly executed/Stamped/authenticated/enforceable as per the Law of the place.   | N/A  |
| 13. | In case of POA holder, verify the genuineness of POA and the extent of powers. Whether the POA is properly executed/ stamped/ authenticated/enforceable as per the Law of the Place.   | N/A  |
| 14. | <p>If the property is a flat/apartment or residential/commercial complex, verify</p> <p>a) Promoter's /Land owner's title to the land/building.</p> <p>b) Whether the flats are developed by the Land owner or constructed on joint development basis.</p> <p>c) Development agreement / POA.</p> <p>d) Extent of Authority of the Developer/Builder</p> <p>e) Whether the construction is approved by the competent authority?</p> <p>f) Independent title verification of the land or building in question.</p> <p>g) Agreement of sale (duly registered).</p> <p>h) Whether it is a second/subsequent sale</p> <p>i) Payment of proper stamp duty.</p> <p>j) Conveyance in favour of the Society/ Condominium Concerned</p> <p>k) Occupancy certified/allotment letter/letter of possession.</p> <p>l) Membership details in the society etc.</p> <p>m) Share certificates</p> <p>n) NOC from the society</p> | N.A  |

*Girdi Singh*  
 30.11.016  
**INDER SINGH**  
 Advocate  
 Reg. No.-817/04



|     |   |      |
|-----|---|------|
|     | <p>o) Latest maintenance charges paid receipt from Society</p> <p>p) Whether proportionate share in land is transferred to the mortgagor</p> <p>q) Documents evidencing possession such as Telephone Bill, Electricity, Bill, Tax Paid receipt etc.</p> <p>r) Other legal requirements under the local/municipal laws with regard to ownership of flats/apartments/building regulations Society laws etc.</p> |      |
| 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 share etc.   | No   |
| 16. | Genealogical tree is to be drawn up wherever the title has been acquired by succession.   | N/A. |
| 17. | Pending litigations/court attachments / injunction/stay orders/acquisition by the Govt./Local authorities etc if any.   | None |
| 18. | Any other matter affecting the proposed creation of mortgage not covered elsewhere.   | No.  |

Place: Kashipur

Date: 30.11.2016

*Indu Singh*  
**INDER SINGH** 30.11.16  
 Advocate.

**INDER SINGH**  
 Advocate  
 Reg. No. 817/04







## ANNEXURE-III

**CERTIFICATE**

Inspection/verification of Records of landed property at **Sub-registrar office Kashipur Distt. U.S. Nagar from 01-01-1985 to 30-10-2016** and found the said property is free from all encumbrances lien & Charge.

To,

The Branch Manager

**Canara Bank,**

Branch office Kashipur Distt. U.S. Nagar

Dear Sir,

Sub: Verification of records of landed property at **sub-registrar Kashipur Distt. U.S. Nagar**

This is to confirm that I have visited the **Sub-registrar office at Kashipur** and verified the details of the property standing in the name of **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneshwar, Orissa**

The property's details are as under:

**village Mahuakhera Ganj Tehsil Kashipur Distt. U.S. Nagar**

| Survey No | House No | Khata no | Khasra No                                | Area as per sale deed | Boundary   |
|-----------|----------|----------|--|-----------------------|--|
| Nil       | Nil      | 244      | <u>Khasra no 1219min.</u><br>Plot No-145 | 0.6802hectare.        | boundary as per Sale deed dt. 06-03-2012 in East Road (Nand Nagar Industrial Estate. Phase-II), in West Green Belt & Land of other person, in North J.H. Manufacturing, in South Road (Nand Nagar Industrial Phase-II) |

1. That there are no prior charges over the said property **M/s Gupta Power Infrastructure Limited, Cuttack Puri Road, Bhubaneshwar, Orissa** above named are the absolute owners of their respective share of the total land area of the said property as per the records available and verified by me from 01-01-1985 to 30-10-2016 in the **sub-registrar Kashipur**.
2. That as per the records available at **Sub-registrar's office, Kashipur** and found the said property is free from all encumbrances lien & Charge.
3. The provisions of Securitization and Reconstructions of Financial Assets and Enforcement of Security Interest Act, 2002 are enforceable

*30/11/16*



| Date of Document | Description of the Document        | In whose favour   | Amount mentioned in the Document |
|------------------|------------------------------------|---|----------------------------------|
| 06-03-2012       | Sale deed                          | In the name of <b>M/s Gupta Power Infrastructure Limited,</b> |                                  |
| 08-11-2016       | Khatauni no 244 of 1417-1422fasli  | Do  |                                  |
| 22-11-2016       | Khatauni no 517 of 1411-1416fasli. | Mitarpal Singh  |                                  |
| 06-9-2007        | Declaration u/s 143ZA & LR Act     | M/s Jindal Holidays Pvt. Ltd.,                                |                                  |
|                  |                                    |   |                                  |

Place: Kashipur

Date: 30.11.2016

*Indi Singh*  
**INDER SINGH** 30.11.2016  
 Advocate.

INDER SINGH  
 ADVOCATE  
 REG NO 84705



**SALE DEED Rs. 1,08,83,000.00**

**Total Stamp Duty Rs. 4,10,600-00,**

**Govt. Valuation Rs. 55,35,128-00**

**NOTE :-** The above mentioned Govt. rates are assessed by respected District Magistrate Schedule in (Industrial area) Form- 146/5 Stamp/Valuation/2008-2009 Page No. 105 Sl. No. 2-2 accordingly Rs. 81,37,500.00 per hectare has being given at this time, which is effected on dated 01-11-2009.

**THIS INDENTURE OF SALE** is made and executed at Kashipur on this 06<sup>th</sup> day of March, 2012.

**AMONGST**

**M/s JINDAL HOLIDAYS PVT. LTD., VILLAGE MAHUWAKHERA GANJ KASHIPUR DISTT. UDHAM SINGH NAGAR**, through its Director **Shri VIJAY KUMAR JINDAL S/o Late SHIV KUMAR JINDAL R/o RAMNAGAR ROAD, KASHIPUR DISTT. UDHAM SINGH NAGAR, UTTARAKHAND** hereinafter referred to as **VENDOR** (which expression shall mean and include his legal heirs, executors, legal representatives, successors-in-interest, administrators and assigns etc.) of the part one;

**AND**

**M/s SIDDHARTH LATEX N ROATERS PVT. LTD., RAMNAGAR ROAD, KASHIPUR DISTT. UDHAM SINGH NAGAR**, through its Manager **Shri ANIL KUMAR S/o Shri Kishan Lal R/o Mohalla Qazibagh, KASHIPUR DISTT. UDHAM SINGH NAGAR, UTTARAKHAND**, hereinafter called the **CONFIRMING PARTY** (which expression shall mean and include his legal heirs, executors, legal representatives, successors-in-interest, administrators and assigns etc.) of the part two;

**IN FAVOR OF**

**M/s GUPTA POWER INFRASTRUCTURE LIMITED, CUTTACK PURI ROAD, BHUBANESHWAR, ORISSA** through its Authorised representative **Shri ABHILASH KAMANI S/o Shri Ashok kumar kamani R/o C-405, 406 Ganpati Apartment, Aligang Road, Kashipur Distt. Udham Singh Nagar** hereinafter called the **VENDEE** (which expression shall mean and include his legal heirs, executors, legal representatives, successors-in-interest, administrators and assigns etc.) of the last part;

WHEREAS the **VENDOR** is the owner of the land admeasuring 0.6802 Hectare (Khasra No. 1219 Min) situated at **Vill. MAHUWAKHERA GANJ, TEHSIL KASHIPUR DISTT. UDHAM SINGH NAGAR, UTTARAKHAND** (hereinafter referred to as the said Property) and the **Vendor Company** at the meeting of Board of Directors Dated 15-07-2008 has authorised its Directors **Shri Vijay Kumar Jindal** to Execute the sale deed of below mentioned land and the **Vendee Company** at the meeting of Board of Directors Dated 12-02-2007 has authorised its representative **Shri Abhilash Kamani** to Execute the sale deed of below mentioned land and the confirming party at the meeting of Board of Directors Dated 15-02-2012 has authorised its Manager **Shri Anil Kumar** to Execute the sale deed of below mentioned land.

**AND WHEREAS** the **VENDOR** entered into an **AGREEMENT** with the **CONFIRMING PARTY** on 15th April 2011 and **WHEREAS** in terms of the said Agreement the **CONFIRMING PARTY**, got the right to execute the sale deed of the Scheduled property

**AND WHEREAS M/s SIDDHARTH LATEX N ROATERS PVT. LTD., RAMNAGAR ROAD, KASHIPUR DISTT. UDHAM SINGH NAGAR**, through its Manager **Shri ANIL KUMAR S/o Shri Kishan Lal R/o Mohalla Qazibagh, KASHIPUR DISTT. UDHAM SINGH NAGAR, UTTARAKHAND**, being party to the aforesaid **AGREEMENT**, is being made the **CONFIRMING PARTY** so that it is not able to claim any right, title or interest in the said property subject matter of the present deed, if any at all, and the title of the **VENDEE** in respect thereof is perfect, legal, marketable, clear and clean.

**AND WHEREAS** the **VENDOR** and the **CONFIRMING PARTY** agree to transfer all their rights, title and interest in the said property, to have and to hold the same unto the **VENDEE** absolutely and forever for a total sale consideration of **Rs. 1,08,83,000/- (Rupees One Carore Eight Lac Eighty Three Thousand Only)**.

**DETAIL OF PAYMENT**

|            |                     |              |        |                      |
|------------|---------------------|--------------|--------|----------------------|
| 19-08-2011 | Canra Bank kashipur | Cheque       | 308011 | 20,00,000/-          |
| 16-01-2011 | Canra Bank kashipur | Cheque       | 987623 | 25,00,000/-          |
| 05-03-2012 | Canra Bank kashipur | Cheque       | 987883 | 9,40,000/-           |
| 06-03-2012 | Canra Bank Kashipur | Cheque       | 987884 | 54,43,000/-          |
|            |                     | <b>Total</b> |        | <b>1,08,83,000/-</b> |

**AND WHEREAS** the **PURCHASER** has confirmed that he is purchasing the "SCHEDULE PROPERTY" with the full knowledge of the laws, rules, regulations, notifications etc. applicable to the said land in general and the said plot in particular and the terms and conditions contained in this Deed, and also that it has clearly understood their rights, duties, responsibilities, obligations under each of all the clauses of this Deed and agreed to abide by the General Industrial Development Control Regulation of 2007 of the Industrial Development Authority of Uttarakhand.

*[Signature]*

*[Signature]*

*[Signature]*



**NOW, THEREFORE, THIS DEED WITNESSETH as follows:-**

1. That in consideration of Rs. 1,08,83,000/- (Rupees One Carore Eight Lac Eighty Three Thousand Only) having been paid by the VENDEE to the VENDOR & CONFIRMING PARTY as detailed above, being the full sale price of the "SCHEDULE PROPERTY", the VENDOR hereby conveys and transfer all the right, title and interest in the "SCHEDULE PROPERTY", to the VENDEE by way of sale, and to hold and enjoy the same as absolute owner thereof free from all encumbrances.
2. That the VENDOR through CONFIRMING PARTY has delivered the peaceful possession of the "SCHEDULE PROPERTY" hereby to the VENDEE with all its rights and privileges attached thereto so far held and enjoyed by the VENDEE to hold and enjoy the same forever.
3. That the VENDOR or whomsoever claiming through or under it shall hereinafter have no claims over the "SCHEDULE PROPERTY" which hereby sold and the VENDEE, shall hereinafter be the lawful and absolute owner of the "SCHEDULE PROPERTY".
4. That the VENDEE can get its name mutated in respect of the "SCHEDULE PROPERTY" in the records of Tehsil of Kashipur, in the Distt. Udham Singh Nagar.
5. That VENDOR AND CONFIRMING PARTY hereby indemnify the PURCHASER against all claims respect to the "SCHEDULE PROPERTY".
6. That the VENDOR AND CONFIRMING PARTY assure and represent to the VENDEE that the "SCHEDULE PROPERTY" is free from all and every encumbrances, litigations & acquisition proceeding in respect of the "SCHEDULE PROPERTY". The "SCHEDULE PROPERTY" is not effected Urban Land Ceiling and Regulation Act, 1976.

**SCHEDULE PROPERTY :-** ALL THAT PIECE AND PARCEL OF THE INDUSTRIAL LAND Plot No. 145 Nand Nagar Industrial Estate Phase-II, bearing Khasra No. 1219 Min Area 0.6802 Hect. Village Mahuwakhara Ganj Tehsil Kashipur Distt. Udham Singh Nagar.

|             |  |
|-------------|--|
| Boundad as: |  |
| EAST        | ROAD (Nand Nagar Industrial Estate Phase-II) |
| WEST        | GREEN BELT & LAND OF OTHER PERSON            |
| NORTH       | J.H. MANUFACTURING                           |
| SOUTH       | ROAD (Nand Nagar Industrial Estate Phase-II) |

The Schedule property has declared as an Industrial land under section 143 vide case no. 22/368 (2006-07) dated 06-09-2007 issued by Assistant Collector First Class/Sub Distt. Magistrate, Tehsil Kashipur, Distt. Udham Singh Nagar Uttarakhand.

IN WITNESS WHEREOF, the VENDOR, the CONFIRMING PARTY and the VENDEE have executed this Sale Deed at the place, date, month & year first mentioned hereinabove.  
The sold land is under town area Mahuwakhara Ganj so provision of Uttarakhand act 29, 2003/2007 has not allowed on the sold land.  
PAN No. of Vendor is AAACJ3738K. PAN No. of Confirming Party is AAOC80274R.  
PAN No. of Vendee is AAACG9210B  
VENDOR

M/s JINDAL HOLIDAYS PVT. LTD.,  
VILLAGE MAHUWAKHERA GANJ KASHIPUR  
DISTT. UDHAM SINGH NAGAR, through its  
Director Shri VIJAY KUMAR JINDAL

**CONFIRMING PARTY**

M/s SIDDHARTH LATEX AND ROATERS PVT. LTD.,  
RAMNAGAR ROAD, KASHIPUR DISTT. UDHAM  
SINGH NAGAR, through its Manager Shri ANIL KUMAR

**VENDEE**

M/s GUPTA POWER INFRASTRUCTURE LIMITED  
CUTTACK PURI ROAD, BHUBANESHWAR, ORISSA  
through its Authorised representative Shri ABHILASH  
KAMAN

**Drafted by – M. Arif Advocate, Kashipur.**

*M. Arif Siddiqui*  
M. Arif Siddiqui  
Advocate  
KASHIPUR (U.S. Nagar)  
UL 2543/04, UP-2007/94

**WITNESS:**

1- M. Zubair Advocate Kashipur

2- M. Arif Advocate Kashipur.

*Enforceable*