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Krishna Kant Sharma
Advocate

R/o Chamunda Vihar Colony,
Near Railway Crossing,
Kashipur - 244713, U.S. Nagar
Phone - 9837357032

Date : 20.11.2010

APPENDIX - IV

LEGAL SCRUTINY REPORT

A. Description of documents scrutinised :-

| Sl. No. | Date of document | Name of document | whether original / certified / true copy / Photostat |
|---------|------------------|--------------------------|--|
| 1. | 27.03.2010 | Regd. Sale deed | Original |
| 2. | 18.06.2007 | Order of 143 | Photocopy |
| 3. | 18.06.2007 | Order of 143 | Photocopy |
| 4. | 12.11.2010 | Khatauni 1417-1422 fasli | Photocopy |
| 5. | 12.11.2010 | Khatauni 1417-1422 fasli | Photocopy |

- B. Description of property / properties : owned by *M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar as per copy of Sale Deed dt. 27.03.2010, Sr. No. 2647*

| Vill. | Tehsil | Khata No. | Khasra No. | Area in Hect. |
|-----------------|----------|-----------|------------|---------------|
| Mahuakhera Ganj | Kashipur | 174 | 1220 | 0.9795 Hect. |
| | | 362 | 1190 | 0.1816 Hect. |
| | | | | 1.1611 Hect. |

Land situated in Nand Nagar Industrial Area, Phase-II, Plot No. 132-B. Bounded as towards East – Nala and Chuck rasta, towards West- Plot No. 132-A of purchaser, towards North road 18 mtr. Wide (Nand Nagar Industrial Area Phase-II) and towards South-plot No. 132-C of purchaser.

- C. Tracing of party's title at least for the last 13 years. If connected title deeds reveal any circumstances or incidences which necessitate further tracing of party's title it shall also be done.

Chain of Title deed pertaining to the immovable property, presently owned by M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o

Krishna Kant Sharma

Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udhm Singh Nagar).

That the landed property under reference is situated in Vill.- Mahuathhera Ganj, Tehsil-Kashipur, Distt.- U.S. Nagar. (The above noted land is situated in Nand Nagar Industrial Area Phase-II, Plot No.132-B)

That the search of the available records was made by the undersigned counsel in the office of Sub-Registrar (Registration) Kashipur, for the period from 01.01.1979 to 30-10-10 vide inspection receipt No.136\62 dt.15-11-2010... and found the property in question recorded in the name of M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udhm Singh Nagar) 406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udhm Singh Nagar) in the records of sub registrar registration kashipur. How ever the record of index no.2 for the year 1998 and prior to 1998 is abnormally mutilated and inspection has made as per available record of index no. 2.

Further it has been observed that the landed property of Khasra Plot No. 1220 area 3.368 Hect. was actually owned by Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights and property of Khasra Plot No. 1190 area 0.971 Hect. was actually owned by Shri Devraj Singh S/o Shri Ram Charan Singh, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights.

(i). Land of Khata No. 174 Khasra No. 1220 area 3.368 Hect. has sold by Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh, above named to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udhm Singh Nagar through registered sale deed. Out of total area 3.368 Hect., 0.979 Hect. has sold by Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Anand Vaishya S/o Shri Satya Prakash, R/o Moh. Khatriyan, Kashipur, Distt. Udhm Singh Nagar to M/s A-One Engineering Projects Pvt. Ltd., 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that M/s A-One Engineering Projects Pvt. Ltd., 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 174 Khasra No. 1220 area 0.9795 Hect. to M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udhm Singh Nagar through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No. 173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni.

—K. K. Sheelma

(ii). Land of Khata No. 362 Khasra No. 1190 area 0.971 Hect. has sold by **Shri Devraj Singh S/o Shri Ram Charan Singh**, above named to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 0.971 Hect., 0.1816 Hect. has sold by Jindal Holidays Pvt. Limited**, Ramnagar Road, Kashipur through Director, Shri Anand Vaishya S/o Shri Satya Prakash, R/o Moh. Khatriyan, Kashipur, Distt. Udham Singh Nagar to M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 362 Khasra No. 1190 area 0.181 Hect. to M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No. 173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni.

Hence the chain of endorsement & title is complete. The above noted land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector firstclass kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 and Revenue suit No. 22/219 of 2006-2007 U/S 143 ZA & LR Act. (Copies enclosed).

During search and inspection of records it is found that the landed property of Khasra Plot No. 1220 area 3.368 Hect. was actually owned by Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights and property of **Khasra Plot No. 1190 area 0.971 Hect. was actually owned by Shri Devraj Singh S/o Shri Ram Charan Singh**, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights. Land of Khata No. 174 Khasra No. 1220 area 3.368 Hect. has sold by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh**, above named to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 3.368 Hect., 0.979 Hect. has sold by Jindal Holidays Pvt. Limited**, Ramnagar Road, Kashipur through Director, Shri Anand Vaishya S/o Shri Satya Prakash, R/o Moh. Khatriyan, Kashipur, Distt. Udham Singh Nagar to M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 174 Khasra No. 1220 area 0.979 Hect. to M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No.

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173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. Land of Khata No. 362 Khasra No. 1190 area 0.971 Hect. has sold by **Shri Devraj Singh S/o Shri Ram Chara Singh**, above named to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 0.971 Hect., 0.181 Hect.** has sold by Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Anand Vaishya S/o Shri Satya Prakash, R/o Moh. Khatriyan, Kashipur, Distt. Udham Singh Nagar to M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 362 Khasra No. 1190 area 0.181 Hect. to M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No. 173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni.

During examination of the relevant papers it is also observe that the landed property of **Khasra Plot No. 1220 area 3.368 Hect.** was actually owned by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh**, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights and property of **Khasra Plot No. 1190 area 0.971 Hect.** was actually owned by **Shri Devraj Singh S/o Shri Ram Charan Singh**, R/o Vill. Veerpur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights. Land of Khata No. 174 Khasra No. 1220 area 3.368 Hect. has sold by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh**, above named to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 3.368 Hect., 0.979 Hect.** has sold by Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Anand Vaishya S/o Shri Satya Prakash, R/o Moh. Khatriyan, Kashipur, Distt. Udham Singh Nagar to M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that M/s **A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 174 Khasra No. 1220 area 0.979 Hect. to M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No. 173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power

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Infrastructure Ltd. Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. Land of Khata No. 362 Khasra No. 1190 area 0.971 Hect. has sold by **Shri Devraj Singh S/o Shri Ram Chara Singh**, above named to **Jindal Holidays Pvt. Limited**, Ramnagar Road, Kashipur through Director, **Shri Vikas Jindal S/o Shri Shiv Kumar**, R/o Ramnagar Road, Kashipur, Distt. **Udham Singh Nagar** through registered sale deed. **Out of total area 0.971 Hect., 0.1816 Hect. has sold by Jindal Holidays Pvt. Limited**, Ramnagar Road, Kashipur through Director, **Shri Anand Vaishya S/o Shri Satya Prakash**, R/o Moh. Khatrivan, Kashipur, Distt. **Udham Singh Nagar** to **M/s A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative **Shri Abhilash Kamani S/o Shri Ashok Kumar**, R/o Vijay Nagar, Near Stadium, Kashipur through registered sale deed dated 25.06.2007 Sr. No. 5004, registered in the office of Sub-Registrar (Registration) Kashipur. After that **M/s A-One Engineering Projects Pvt. Ltd.**, 7-Maingolane, Kolkata through authorized representative **Shri Abhilash Kamani S/o Shri Ashok Kumar**, R/o Vijay Nagar, Near Stadium, Kashipur has sold the land of Khata No. 362 Khasra No. 1190 area 0.181 Hect. to **M/s Gupta Power Infrastructure Limited.**, Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative **Shri Abhilash Kamani S/o Shri Ashok Kumar**, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. **Udham Singh Nagar** through registered sale deed dated 27.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2085, Page No. 173-180 at Sr. No. 2647 registered on 27.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of **M/s Gupta Power Infrastructure Ltd.** Above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. Hence the chain of endorsement & title is complete.

Consequently the property under reference has already been mortgaged in favour of Kurmanchal Nagar Sahkari Bank Ltd. Kashipur against Rs. 5,00,00,000 on 27.03.2009 by Jindal Holidays Pvt. Ltd., Ramnagar Road, Kashipur, as per the entry of Khatauni. That according to my opinion the said borrower can mortgage/charge his landed property area 1.611 Hect., in favour of the Bank, after depositing Original Sale Deed, copy of orders of 143 and latest certified copy of Khataunie along with an affidavit and a discharge certificate from the above noted bank, before the disbursement of the loan. There is neither claim of minors in the property nor is undivided share to the minor in the property and as such. the landed property is clear and marketable and **M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative **Shri Abhilash Kamani S/o Shri Ashok Kumar**, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. **Udham Singh Nagar** is now the absolute and perfect owner of his self acquired property and has transferable rights.**

D. Encumbrance Certificate for a period of 13 years for all the terms of properties subject to 'C' above.

Property is not free from encumbrance (Please also refer to Para -C of L.S.R.)

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

Sale Deed and Khataunies

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

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It is necessary for the bank to obtain the Original Sale Deed, copy of orders of 143 and certified copy of Khataunies along with an affidavit for creating an equitable mortgage, and a discharge certificate from the above noted bank, before the disbursement of the loan. M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar is entitled for creating an equitable mortgage.

G. Holding / acquisition is in accordance with the provisions of the Land Reforms Act. *Yes*

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-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar.*

I. Certificate of title should clearly disclose :

a) Whether the party has an absolute, clear and marketable title over the property / properties proposed to be mortgaged.

Yes.

b) Whether the party can execute valid simple mortgage / equitable mortgage in favour of the Bank.

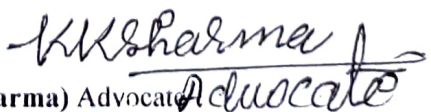
Yes. Equitable mortgaged can be created after obtaining the Original Sale Deed, copy of orders of 143 and certified copy of Khataunies along with an affidavit and discharge certificates from the above noted banks, before the disbursement of the loan.

c) Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims.

Not applicable.

I certify that by *M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar* has a valid and marketable title in the property shown above.

Place : Kashipur
Date : 20-11.2010

Signature 
(K.K. Sharma) Advocate
R/o Chamunda / ihar Colony

ANNEXURE - II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATES FOR SUBMISSION OF LEGAL SCRUTINY REPORT

| Sr.No | Particulars | Remarks |
|-------|--|---|
| 1 | Nature of Title (Ownership/Leasehold/ Occupancy / Govt. Grant/ Allotments etc.) | Full ownership, as per Sale Deed dated, 27.03.2010, Sr. No. 2647 |
| 2 | If leasehold, Whether a) Lease deed is duly stamped and registered b) Lessee is permitted to mortgage the Leasehold right c) Duration of the Lease/unexpired 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. | N.A. |
| 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 mortgagor is competent to create charge on such property. | As mentioned above in Sl. No.1 Yes |
| 4 | If Occupancy right, whether a) Such right heritable and transferable b) Mortgage can be created. | N.A. |
| 5 | a) Whether provisions of Urban Land Ceiling Act applicable / permission obtained. b) Whether NOC under Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable). | N.A. N.A. N.A. |
| 6 | Whether there are claims form Minor/s and his/ their interest in the property/ies. Specify the share of minor/s with name. | N.A. |
| 7 | In case of agriculture land, the position regarding creation and enforceability with regard to local laws. | Agriculture land can be mortgage for non-agriculture purpose but equitable mortgage of agriculture land can be created after obtaining the order of declaration. |
| 8 | In case of conversion of Agricultural land for commercial purposes, whether requisite procedure / permissions complied with / obtained. | Land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector first class kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 and Revenue suit No. 22/219 of 2006-2007 U/S 143 ZA |

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| | | & LR Act. (Copies enclosed) |
|----|--|---|
| 9 | 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. | N.A. |
| | b) Whether mutation has been effected and the mortgagor is in possession and enjoyment of his share. | N.A. |
| | c) Whether the partition is valid in law? | N.A. |
| 10 | a) In case of partnership firm, whether the property belongs to the firm and registered. | N.A. |
| | b) Whether the person/s creating the mortgage has/have the authority to execute on the behalf of the firm. | |
| 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. | Certificate from ROC and copy of MOA/AOA can be obtained to verify the facts. |
| 12 | In case of Societies / Associations, verify requisite resolutions, bye laws, powers to borrow, encumbrances etc. | 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 certificate / 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> <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> | N.A. |

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| | | |
|----|---|--|
| 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. | N.A. |
| 16 | Geneological tree is to be drawn up wherever the title has been acquired by succession. | <i>As stated in para – C of L.S.R.</i> |
| 17 | Pending litigations / court attachments / injunction / stay orders / acquisition by the Govt / Local authorities etc., if any. | <i>N.A. as per available record.</i> |
| 18 | Any other matters affecting the proposed creation of mortgage not covered elsewhere. | <i>It is necessary for the bank to obtain the copy of discharge certificates from Kurmanchal Nagar Sahkari Bank Ltd. Kashipur and SBI ADB Kashipur, before the disbursement of the loan.</i> |

Ullsharma

K
Krishna Kant Sharma
Advocate

R/o Chamunda Vihar Colony,
Near Railway Crossing,
Kashipur - 244713, U.S. Nagar
Phone - 9837357032

Date : 22.11.2010

APPENDIX - IV

LEGAL SCRUTINY REPORT

A. Description of documents scrutinised :-

| Sl. No. | Date of document | Name of document | whether original / certified / true copy / Photostat |
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- B. Description of property / properties : owned by *M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneshwar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar as per copy of Sale Deed dt. 23.03.2010, Sr. No. 2416*

| Vill. | Tehsil | Khata No. | Khasra No. | Area in Hect. |
|-----------------|----------|-----------|------------|---------------|
| Mahuakhera Ganj | Kashipur | 174 | 1220 | 0.3091 Hect. |

Land situated in Nand Nagar Industrial Area, Phase-II, Plot No. 132-C. Bounded as towards East -Chuck Rasta, towards West- Rasta 80 ft wide (Nand Nagar Industrial Area Phase-II), towards North -Plot No. 132, 132-A, 132-B (Nand Nagar Industrial Area Phase-II) and towards South-chuck Rasta.

- C. Tracing of party's title at least for the last 13 years. If connected title deeds reveal any circumstances or incidences which necessitate further tracing of party's title it shall also be done.

Chain of Title deed pertaining to the immovable property, presently owned by M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneshwar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar).

Krishna Kant Sharma

That the landed property under reference is situated in **Vill.- Mahuakhera Ganj, Tehsil-Kashipur, Distt.- U.S. Nagar.** (The above noted land is situated in Nand Nagar Industrial Area Phase-II, Plot No.132-C)

That the search of the available records was made by the undersigned counsel in the office of Sub-Registrar (Registration) Kashipur, for the period from 01.01.1979 to 30-10-2010 vide inspection receipt No. 137/48 dt.18-11-2010 ... and found the property in question recorded in the name of M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar) in the records of sub registrar registration kashipur. However the record of index no.2 for the year 1998 and prior to 1998 is abnormally mutilated and inspection has made as per available record of index no. 2.

Further it has been observed that the landed property of **Khasra Plot No. 1220 area 3.368 Hect.** was actually owned by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh, R/o Vill. Veerapur, Distt. Moradabad** since beginning, recorded class 1 ka Bhoomidhar having transferable rights. They sold the land of Khata No. 174 **Khasra No. 1220 area 3.368 Hect.** to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 3.368 Hect., 0.309 Hect.** has sold by **Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur** through Director, Shri Anshul Jindal S/o Shri Vinay Kumar Jindal, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar to **M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa)** through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 23.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2079, Page No. 193-124 at Sr. No. 2416 registered on 23.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. The above noted land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector first class kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 U/S 143 ZA & LR Act. (Copy enclosed). Hence the chain of endorsement & title is complete.

During search and inspection of records it is found that the landed property of **Khasra Plot No. 1220 area 3.368 Hect.** was actually owned by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh, R/o Vill. Veerapur, Distt. Moradabad** since beginning, recorded class 1 ka Bhoomidhar having transferable rights. They sold the land of Khata No. 174 **Khasra No. 1220 area 3.368 Hect.** to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 3.368 Hect., 0.309 Hect.** has sold by **Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur** through Director, Shri Anshul Jindal S/o Shri Vinay Kumar Jindal, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar to **M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa)** through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 23.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2079, Page No. 193-124 at Sr. No. 2416 registered on 23.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the

KK Sharma

basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. The above noted land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector first class kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 U/S 143 ZA & LR Act. (Copy enclosed).

During examination of the relevant papers it is also observe that the landed property of **Khasra Plot No. 1220 area 3.368 Hect.** was actually owned by **Shri Kallu Singh & Mitrapal Singh Sons of Shri Jay Jay Singh**, R/o Vill. Veerapur, Distt. Moradabad since beginning, recorded class 1 ka Bhoomidhar having transferable rights. They have sold the land of Khata No. 174 **Khasra No. 1220 area 3.368 Hect.** to Jindal Holidays Pvt. Limited, Ramnagar Road, Kashipur through Director, Shri Vikas Jindal S/o Shri Shiv Kumar, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed. **Out of total area 3.368 Hect., 0.309 Hect.** has sold by **Jindal Holidays Pvt. Limited**, Ramnagar Road, Kashipur through Director, Shri Anshul Jindal S/o Shri Vinay Kumar Jindal, R/o Ramnagar Road, Kashipur, Distt. Udham Singh Nagar to **M/s Gupta Power Infrastructure Limited**, Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar through registered sale deed dated 23.03.2010, which is registered vide additional Bahi No. 1 ka Jild No. 2079, Page No. 193-124 at Sr. No. 2416 registered on 23.03.2010 in the office of Sub-Registrar (Registration) Kashipur. On the basis of the above sale deed the name of M/s Gupta Power Infrastructure Ltd. above named has mutated in the revenue record in Tehsil Kashipur as evident from Khatauni. The above noted land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector firstclass kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 U/S 143 ZA & LR Act. (Copy enclosed). Hence the chain of endorsement & title is complete.

Consequently the property under reference has already been mortgaged in favour of Kurmanchal Nagar Sahkari Bank Ltd. Kashipur against Rs. 5,00,00,000.00 on 27.03.2009 by Jindal Holidays Pvt. Ltd., Ramnagar Road, Kashipur, as per the entry of Khatauni. That according to my opinion the said borrower can mortgage/charge his landed property area 0.309 Hect., in favour of the Bank, after depositing Original Sale Deed, copy of order of 143 and certified copy of Khatauni along with an affidavit and discharge certificate from the above noted bank, before the disbursement of the loan. There is neither claim of minors in the property nor is undivided share to the minor in the property and as such. the landed property is clear and marketable and **M/s Gupta Power Infrastructure Limited**, Cuttack Puri Road, Bhubaneswar-751006 (Orissa) through authorized representative **Shri Abhilash Kamani S/o Shri Ashok Kumar**, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar is now the absolute and perfect owner of his self acquired property and has transferable rights.

D. Encumbrance Certificate for a period of 13 years for all the terms of properties subject to 'C' above.

Property is not free from encumbrance (Please also refer to Para --C of L.S.R.)

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

Sale Deed and Khatauni



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

It is necessary for the bank to obtain the Original Sale Deed, copy of order of 143 and certified copy of Khatauni along with an affidavit for creating an equitable mortgage, and a discharge certificate from the above noted bank, before the disbursement of the loan. M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar is entitled for creating an equitable mortgage.

- G. Holding / acquisition is in accordance with the provisions of the Land Reforms Act. *Yes*

- 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-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar.*

- I. Certificate of title should clearly disclose :

- a) Whether the party has an absolute, clear and marketable title over the property / properties proposed to be mortgaged.

Yes.

- b) Whether the party can execute valid simple mortgage / equitable mortgage in favour of the Bank.

Yes. Equitable mortgaged can be created after obtaining the Original Sale Deed, copy of order of 143 and certified copy of Khatauni along with an affidavit and discharge certificate from the above noted bank, before the disbursement of the loan.

- c) Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims.

Not applicable.

I certify that *M/s Gupta Power Infrastructure Limited., Cuttack Puri Road, Bhubaneswar-751006) (Orissa) through authorized representative Shri Abhilash Kamani S/o Shri Ashok Kumar, R/o Vijay Nagar, Near Stadium, Kashipur (present address : C-405-406, Ganpati Apartment, Aliganj Road, Kashipur, Distt. Udham Singh Nagar* has a valid and marketable title in the property shown above.

Place : Kashipur
Date : 20-11.2010

Signature

W. Sharma
Attuocate

ANNEXURE - II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATES FOR SUBMISSION OF LEGAL SCRUTINY REPORT

| Sr.No | Particulars | Remarks |
|-------|--|---|
| 1 | Nature of Title (Ownership/Leasehold/ Occupancy / Govt. Grant/ Allotments etc.) | <i>Full ownership, as per Sale Deed dated, 23.03.2010, Sr. No. 2416</i> |
| 2 | If leasehold, Whether a) Lease deed is duly stamped and registered b) Lessee is permitted to mortgage the Leasehold right c) Duration of the Lease/unexpired 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. | <i>N.A.</i> |
| 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 mortgagor is competent to create charge on such property. | <i>As mentioned above in Sl. No.1</i> <i>Yes</i> |
| 4 | If Occupancy right, whether a) Such right heritable and transferable b) Mortgage can be created. | <i>N.A.</i> |
| 5 | a) Whether provisions of Urban Land Ceiling Act applicable / permission obtained. b) Whether NOC under Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable). | <i>N.A.</i> <i>N.A.</i> <i>N.A.</i> |
| 6 | Whether there are claims form Minor/s and his/ their interest in the property/ies. Specify the share of minor/s with name. | <i>N.A.</i> |
| 7 | In case of agriculture land, the position regarding creation and enforceability with regard to local laws. | <i>equitable mortgage of agriculture land can be created after obtaining the order of declaration.</i> |
| 8 | In case of conversion of Agricultural land for commercial purposes, whether requisite procedure / permissions complied with / obtained. | <i>Land has declared non agriculture as per the order dated 18.06.2007 passed by asst. collector first class kashipur/SDM kashipur in revenue suit no. 22/217 of 2006-07 U/S 143 ZA & LR Act. (Copies enclosed)</i> |
| 9 | 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. | <i>N.A.</i> |

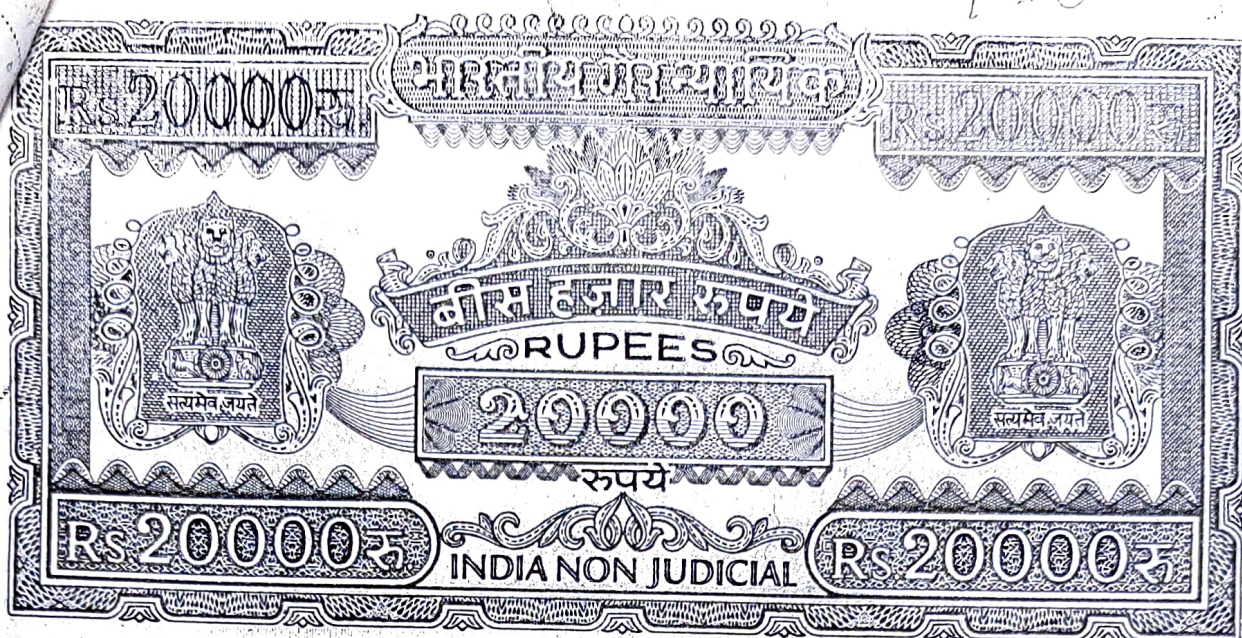
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| | b) Whether mutation has been effected and the mortgagor is in possession and enjoyment of his share. | N.A. |
| | c) Whether the partition is valid in law? | N.A. |
| 10 | a) In case of partnership firm, whether the property belongs to the firm and registered. b) Whether the person/s creating the mortgage has/have the authority to execute on the behalf of the firm. | 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. | <i>Certificate from ROC and copy of MOA/AOA can be obtained to verify the facts.</i> |
| 12 | In case of Societies / Associations, verify requisite resolutions, bye laws, powers to borrow, encumbrances etc. | 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 | If the property is a flat / apartment or residential / commercial complex, verify a) Promoter's / Land owner's title to the land / building. b) Whether the flats are developed by the Land owner or constructed on joint development basis. c) Development agreement / POA. d) Extent of Authority of the Developer / Builder e) Whether the construction is approved by the competent authority? f) Independent title verification of the land or building in question. g) Agreement of sale (duly registered). h) Whether it is a second / subsequent sale? i) Payment of proper stamp duty. j) Conveyance in favour of the Society / Condominium concerned. k) Occupancy certificate / allotment letter / letter of possession. l) Membership details in the Society etc. m) Share certificates n) NOC from the Society o) Latest maintenance charges paid receipt from Society p) Whether proportionate share in land is transferred to the mortgagor q) Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc. r) Other legal requirements under the local / municipal laws with regard to ownership of flats / apartments / building regulations, society laws etc. | N.A. |
| 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. | N.A. |

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| | | |
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| 16 | Genealogical tree is to be drawn up wherever the title has been acquired by succession. | As stated in para 1 of L.B.R. |
| 17 | Pending litigations / court attachments / injunction / stay orders / acquisition by the Govt / Local authorities etc., if any. | H.A. as per available record |
| 18 | Any other matters affecting the proposed creation of mortgage not covered elsewhere. | It is necessary for the bank to obtain the copy of discharge certificates from the above noted bank, before the disbursement of the loan. |

W. S. Sharma



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



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

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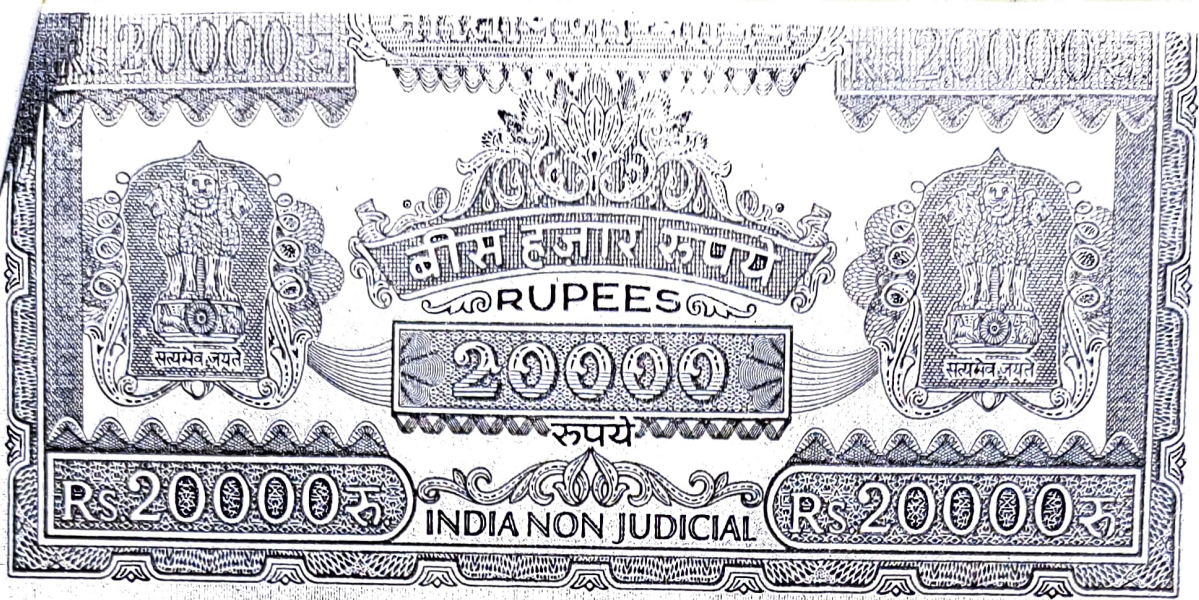
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Book No. 1

Registration Year 2010

Registration No 2,416



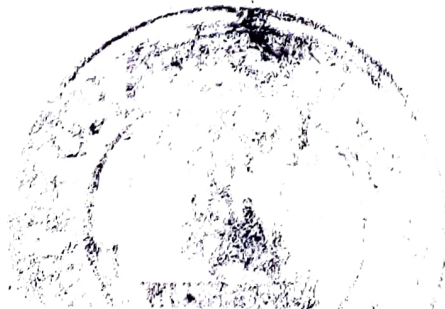
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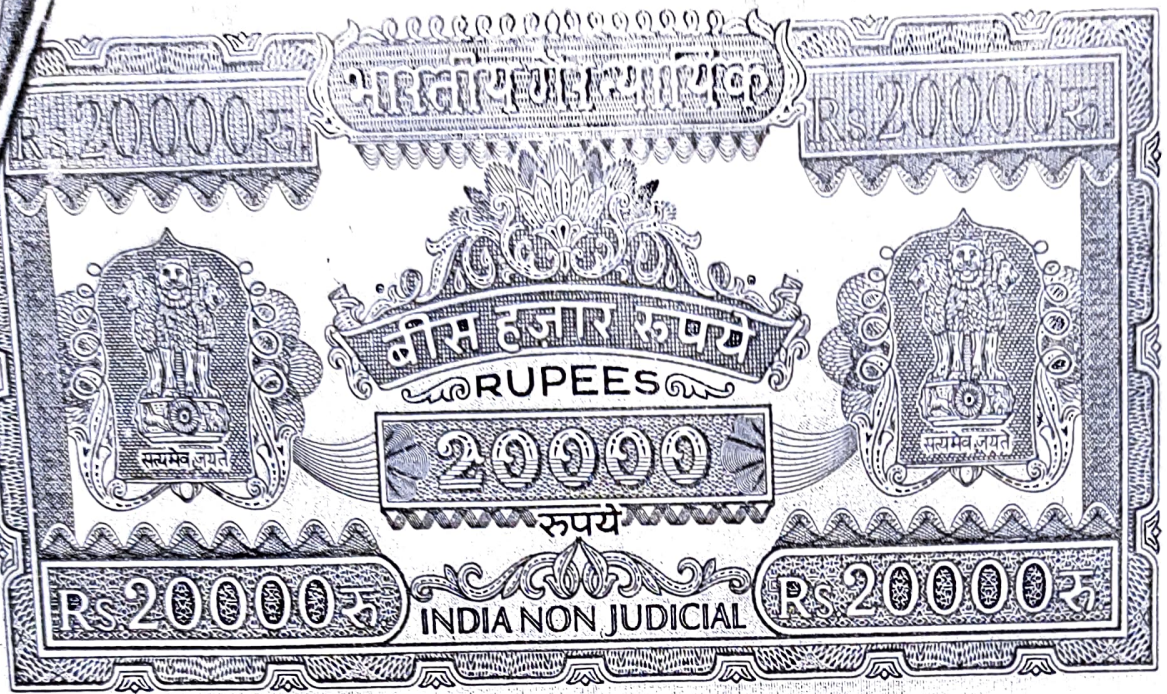
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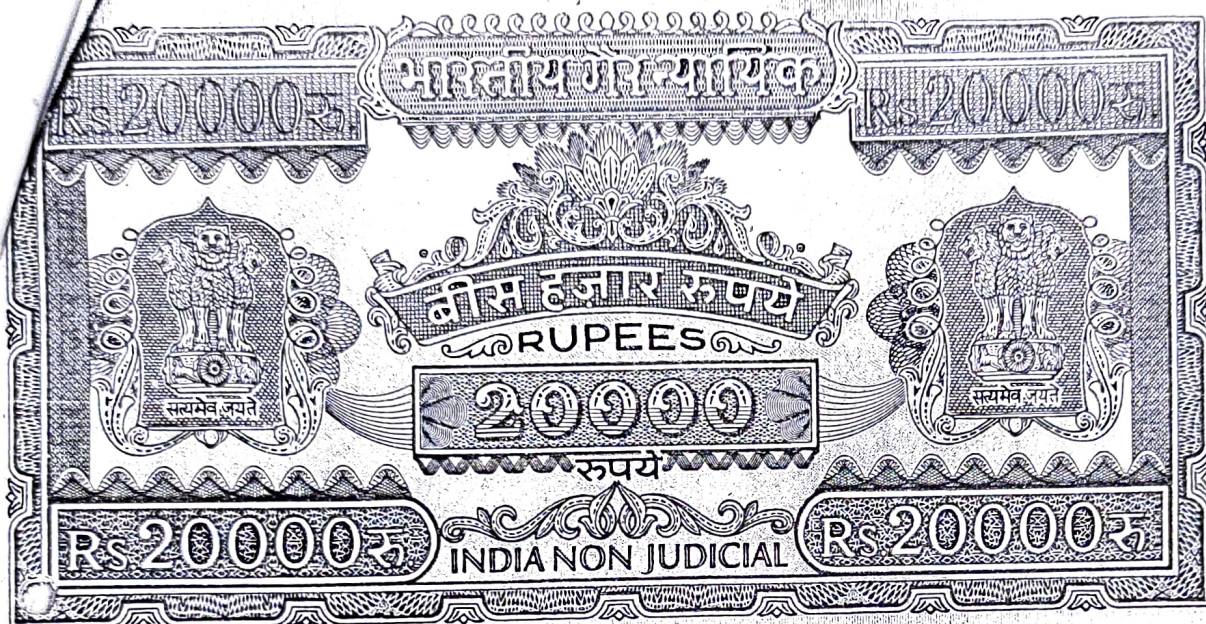
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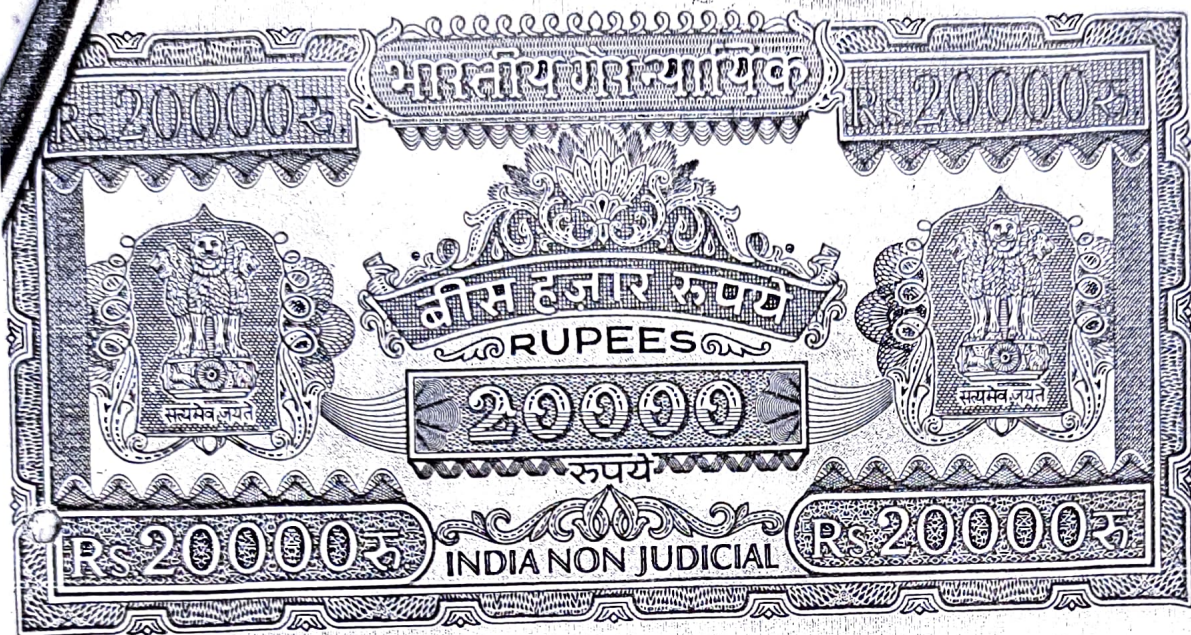
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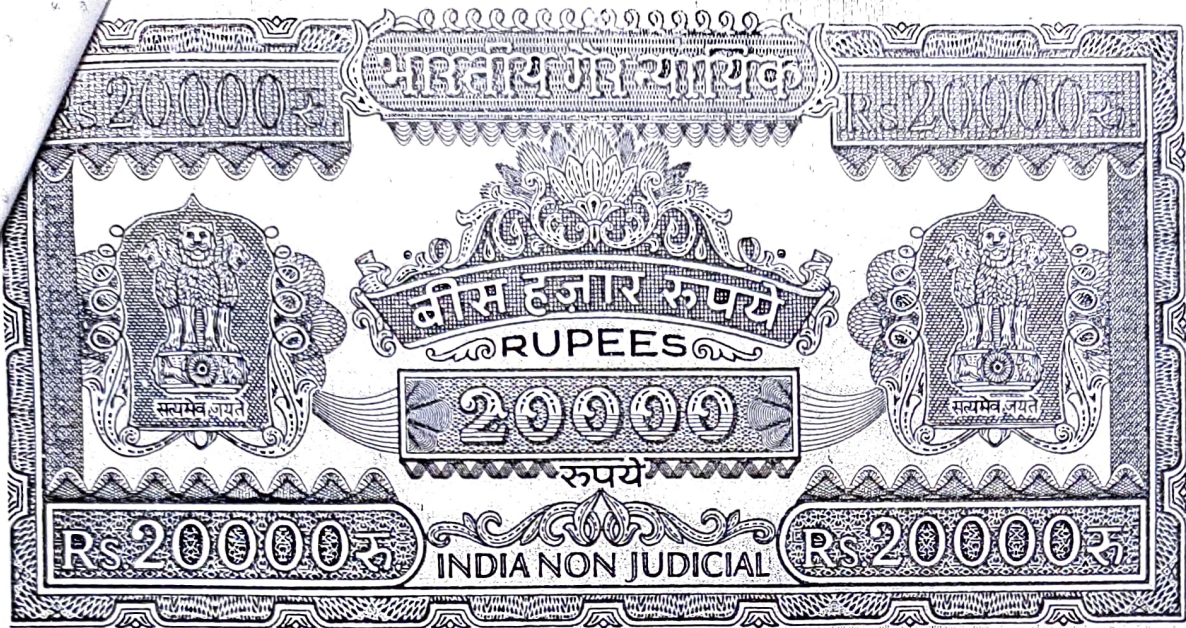
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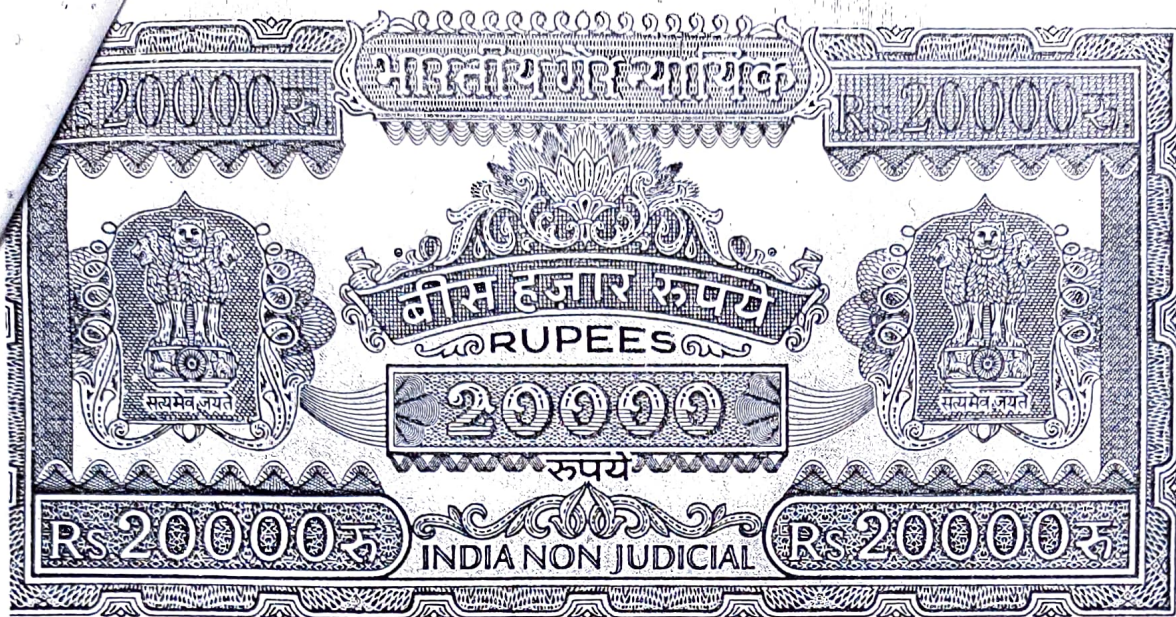
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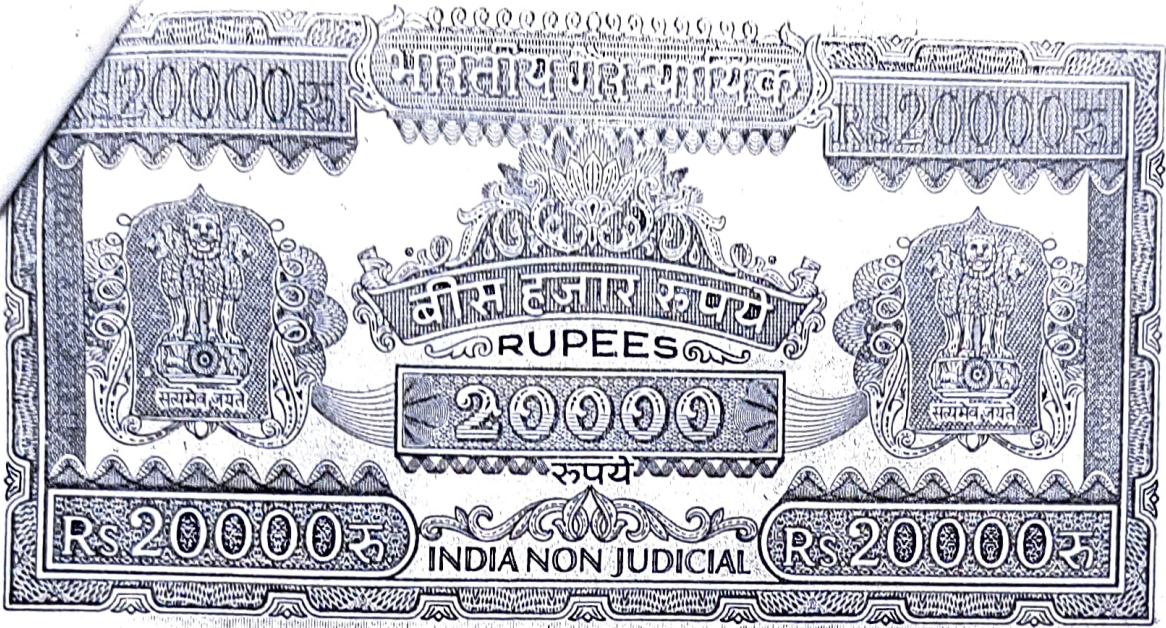
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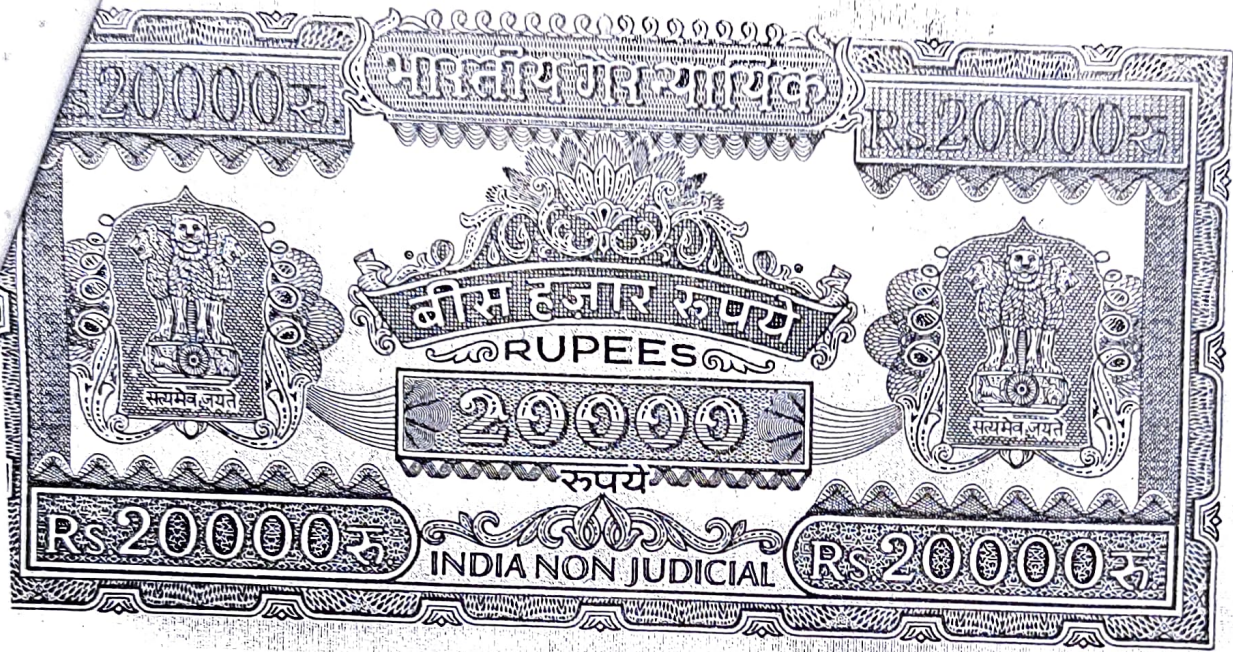


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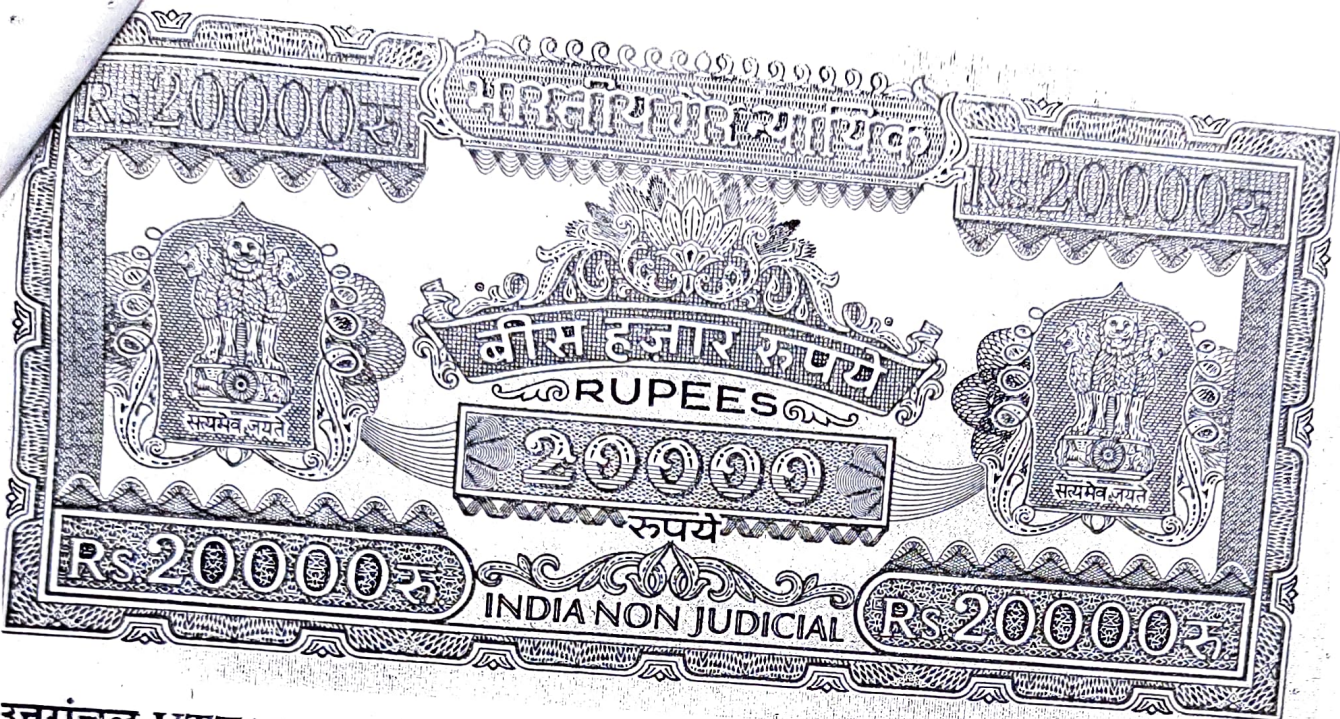
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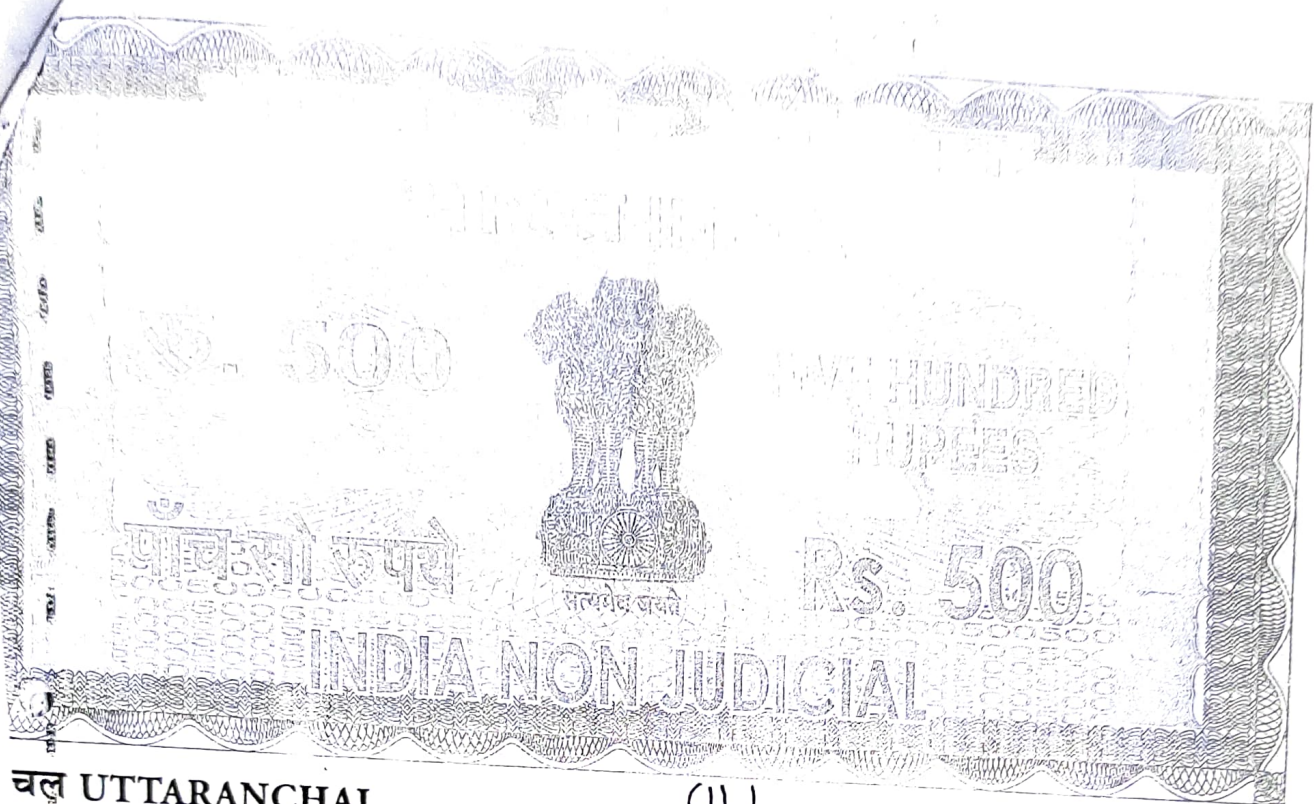
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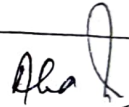
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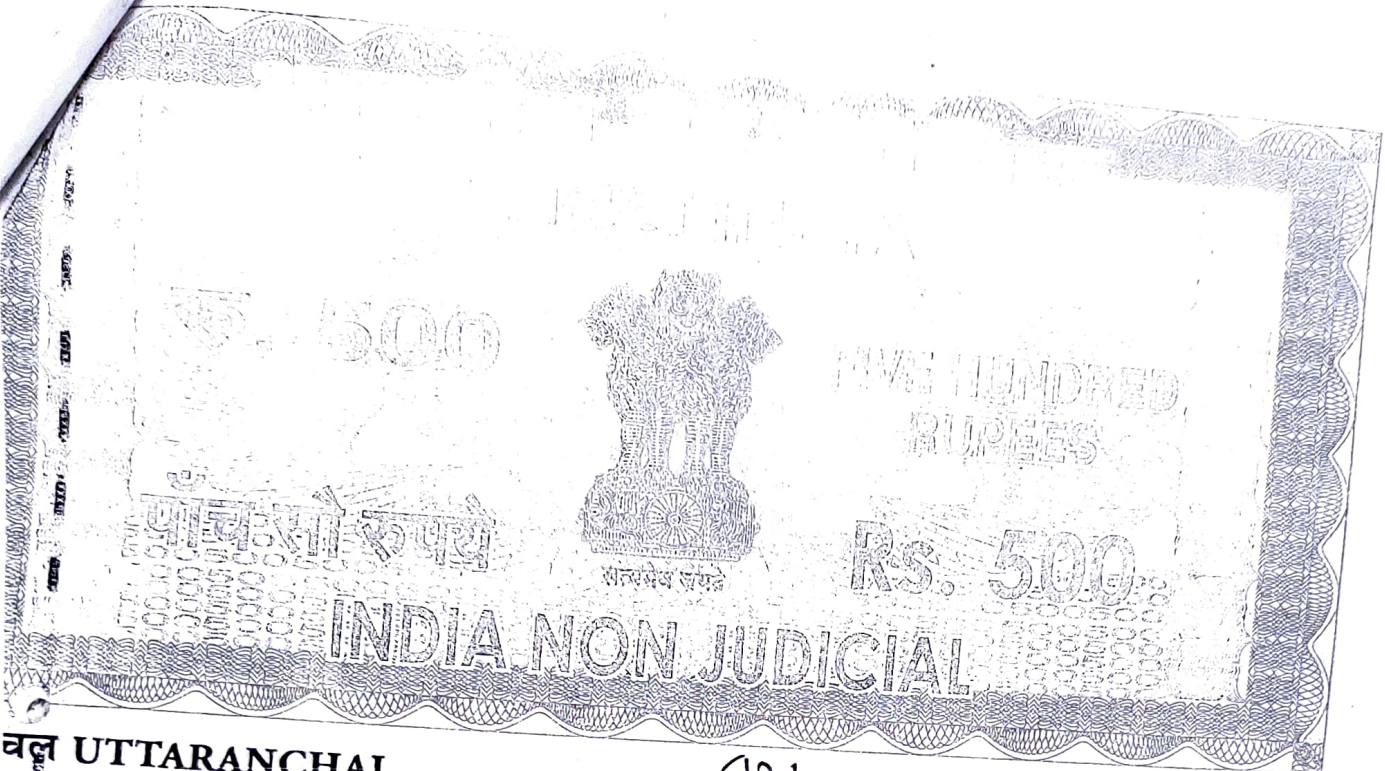
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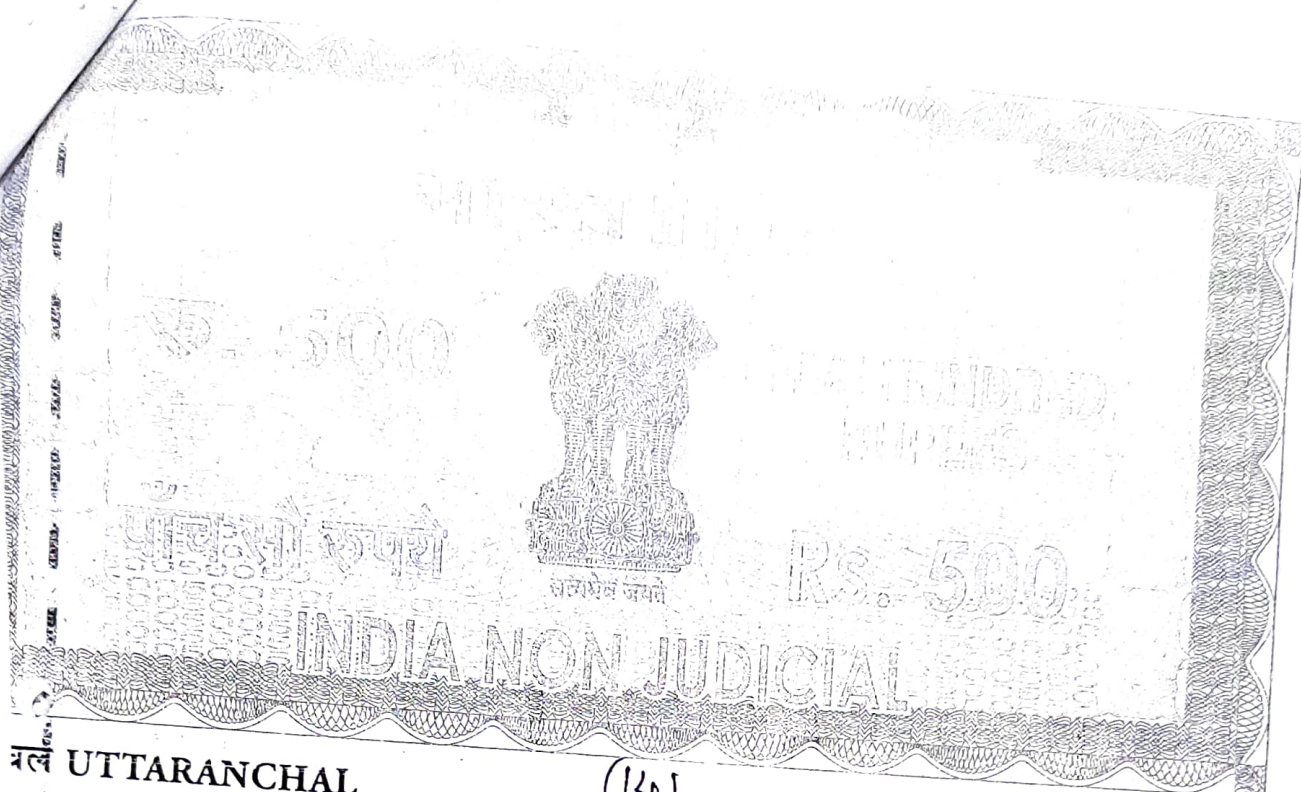
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विक्रेता का बाया हाथ



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कनिष्ठका



(157)

बैनामा—कीमती 32,48,641.00रुपये, मा0 25,15,301.00रुपये।

नगरीय क्षेत्र, अन्दर सीमा नगरपंचायत महुवाखेड़ागंज, दर सूची दिनांक 01.11.2009 के पृष्ठ 105 की संख्या 2-2, निर्धारित दर 81,37,500.00रुपये प्रति हैक्टेयर, औद्योगिक भूमि, तहसील से लगभग 8 कि0मी0 दूर, ग्राम महुवाखेड़ागंज तहसील काशीपुर, खसरा नं0 1220 मि0 रक्वई 0.3091 हैक्टेयर, क्रेता कम्पनी। स्टाम्प शुल्क 2,02,000.00रुपये।

उत्तराखण्ड शासन वित्त अनुभाग-9, आदेश संख्या (74) XXVII (9)/स्टाम्प/2008 दिनांक 25.04.2008 के द्वारा स्टाम्प शुल्क में 1 प्रतिशत एवं सर्किल रेट से अधिक दर पर अन्तरण किये जाने की दशा में सर्किल रेट से अधिक मूल्य से 50 प्रतिशत स्टाम्प शुल्क में छूट प्रदान है।

हम कि जिन्दल होलीडेज प्रा0लि0 रामनगर रोड, काशीपुर द्वारा डायरेक्टर श्री अन्शुल जिन्दल पुत्र श्री विनय कुमार जिन्दल निवासी रामनगर रोड, काशीपुर जिला उधमसिंहनगर फरीक अव्वल (विक्रेता) व मैसर्स गुप्ता पावर इन्फ्रास्ट्रक्चर लि0, कटक पुरी रोड, भुवनेश्वर, उड़ीसा (M/s Gupta Power Infrastructure Limited Cuttack Puri Road, Bhubaneshwar, Orissa) द्वारा अधिकृत प्रतिनिधि श्री अभिलाष कमानी पुत्र श्री अशोक

कुमार कमानी निवासी सी-405, 406 गणपती अपार्टमेन्ट, अलीगंज रोड, काशीपुर जिला उधमसिंहनगर फरीक दायम (क्रेता) हैं। जो कि तफसील जैल जायदाद फरीक अव्वल की है। जो इस दम तक हर तरह से पाक व साफ है और फरीक अव्वल को तफसील जैल जायदाद को हर तरह से मुन्तकिल करने का हक हासिल है तथा विक्रेता कम्पनी उपरोक्त ने तफसील जैल जायदाद का बैनामा करने हेतु दिनांक 15.07.2008 को बोर्ड ऑफ डायरेक्टर्स की मीटिंग में प्रास्ताव पारित कर विक्रेता कम्पनी उपरोक्त के डायरेक्टर श्री अन्शुल जिन्दल को अधिकृत किया है तथा क्रेता कम्पनी उपरोक्त ने तफसील जैल जायदाद का बैनामा कराने हेतु दिनांक 12.02.2007 को बोर्ड ऑफ डायरेक्टर्स की मीटिंग में प्रास्ताव पारित कर क्रेता कम्पनी उपरोक्त के अधिकृत प्रतिनिधि श्री अभिलाष कमानी को अधिकृत किया है। लिहाजा बहालत सेहत नफस मय तमामी हक हकूक बिना इस्तसनाये किसी हक व शै के बकीमत मुबलिग 32,48,641.00रुपये (बत्तीस लाख अड़तालीस हजार छः सौ इकतालीस रुपये) निस्फ जिसके 16,24,320.50रुपये (सौलह लाख चौबीस हजार तीन सौ बीस रुपये पचास पैसे) होते हैं में तफसील जैल जायदाद को बदस्त फरीक दायम मैसर्स गुप्ता पावर इन्फ्रास्ट्रक्चर लि0, कटक पुरी रोड, भुवनेश्वर, उड़ीसा (M/s

Gupta Power Infrastructure Limited Cuttack Puri Road, Bhubaneshwar, Orissa) द्वारा अधिकृत प्रतिनिधि श्री अभिलाष कमानी उक्त को फरीक अव्वल ने बै कतई कर दी और कुल जरे समन हस्ब जैल तरीके पर वसूल पा लिये और कब्जा फरीक अव्वल ने तफसील जैल जायदाद पर से हटाकर कब्जा मालिकाना मिस्ल फरीक दायम का करा दिया है चुनांचे तकावजुल बदलैन उसका अमल में आया, अब फरीक अव्वल या फरीक अव्वल के किसी वारिस वगैराह का कोई हक व दावा तफसील जैल जायदाद में बाकी नहीं रहा, अब फरीक दायम को हक है कि तफसील जैल जायदाद का दाखिल खारिज अपने नाम पर करा ले। अब या आइन्दा निस्बत तफसील जैल जायदाद कोई शख्स किसी तरह पर दावेदार होगा और तफसील जैल जायदाद का कुल या जुज कब्जे फरीक दायम से निकल जायेगा या दाखिल खारिज में कोई दिक्कत पेश आयेगी तो उसकी जुमला जिम्मेदारी वापसी जरे समन मय हर्जा व खर्चा फरीक अव्वल व उनके वारिसान की होगी। विक्रेता अनुसूचित जाति व जनजाति का सदस्य नहीं है। लिहाजा यह बैनामा निष्पादित कर दिया कि सनद रहे। कुल खर्चा रजिस्ट्री बैनामा जिम्मे फरीक दायम है।

तफसील वसूली जरे समन :- कुल जरे समन में से मु0 1,20,000.00रुपये नकद - व मु0 5,00,000.00रुपये जरिये चैक नं0 953921 दिनांक 19.01.2010 व मु0 10,00,000.00रुपये जरिये चैक नं0 953996 दिनांक 15.02.2010 व मु0 16,28,641.00रुपये जरिये चैक नं0 182340 दिनांक 21.03.2010 समस्त चैक कैनरा बैंक काशीपुर वसूल पा लिये हैं।

तफसील जायदाद :- आराजी वर्ग 1 क संक्रमणीय भूमिधरी।

| ग्राम | तहसील | खाता सं० | खसरा नं० | रक्वा हैक्टेयर |
|--------------|---------|----------|----------|-----------------|
| महुआखेड़ागंज | काशीपुर | 174 | 1220 मि० | 0.3091 हैक्टेयर |

(शून्य दशमलव तीन शून्य नौ एक हैक्टेयर)

विक्रीत आराजी नन्दनगर औद्योगिक आस्थान फेस-II का प्लॉट नं 132 सी है। आराजी मुवैया की सीमाएं- पूरब में चकरास्ता, पश्चिम में रास्ता 80 फिट चौड़ा (नन्दनगर औद्योगिक आस्थान फेस II), उत्तर में प्लॉट नं० 132, 132-ए, 132-बी (नन्दनगर औद्योगिक आस्थान फेस II), दखन में चकरास्ता। आराजी मुवैया औद्योगिक विकास विभाग उत्तरांचल शासन के शासनादेश सं० 316/औ०वि०/०७उद्योग/२००६-०७ दिनांक ०६.११.२००६ के द्वारा निजी औद्योगिक आस्थान के रूप में अधिसूचित/विनियमित है। आराजी मुवैया न्यायालय सहायक कलैक्टर प्रथम श्रेणी/उप-जिलाधिकारी काशीपुर के राजस्व वाद सं० २२/२१७ (२००६-०७) दिनांक १८.०६.२००७ के अन्तर्गत धारा १४३ जेड०ए० एण्ड एल०आर० एक्ट के अन्तर्गत अकृषिक/औद्योगिक घोषित की गई है। विक्रीत आराजी नगरपंचायत महुआखेड़ागंज तहसील काशीपुर में व औद्योगिक आस्थान में होने के कारण आराजी मुवैया पर उत्तराखण्ड अधिनियम सं० २९ वर्ष २००३/२००७ के प्राविधान लागू नहीं होते हैं। पक्षकारों ने एक दूसरे की पहचान सुनिश्चित कर ली है तथा विक्रीत सम्पत्ति पर किसी भी न्यायालय से स्थगन आदेश निर्गत नहीं हैं। विक्रेता का पेन नं० AAACJ3738K है व क्रेता का पेन नं० AAACG9210B है।

पक्षकारों के कथन एवं प्रस्तुत अभिलेख के आधार पर आलेख दि० २३.०३.२०१०

मौ० आरिफ एडवोकेट काशीपुर द्वारा तैयार किया गया।

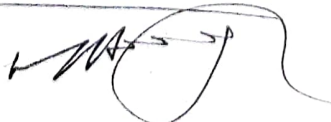


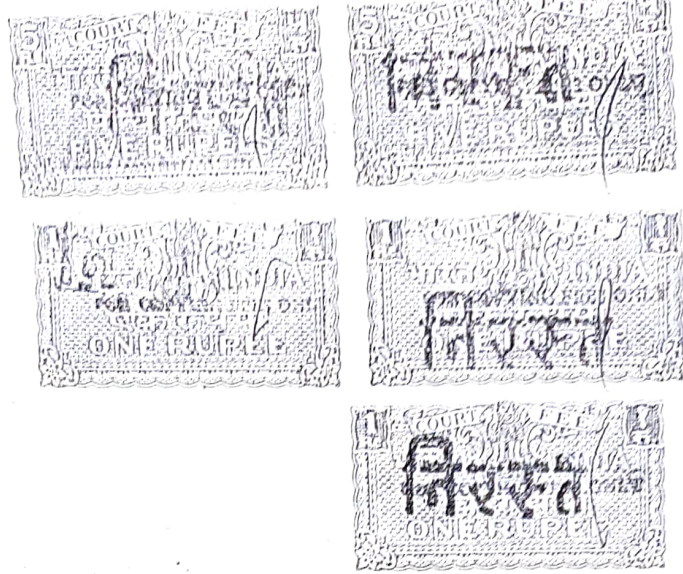

M. Arif Siddiqui
Advocate
KASHIPUR (U.S. Nagar)
UK 2543/04, UP-2007/94

गवाह 1. मनोज शर्मा पुत्र श्री जगदीश प्रसाद शर्मा निवासी सी-110, गणपति आर्पर्टमेन्ट, अलीगंज रोड, काशीपुर।

M. Sharm

गवाह 2. मौ० आरिफ एडवोकेट काशीपुर।





केवल नकल की फीस के लिए

| आवश्यक स्टांप सहित प्रार्थना पत्र देने की तिथि Date on which application is made for copy accompanied by the requisitory stamp | नोटिस बोर्ड पर नकल तैयार होने की सूचना की ता० Date of Posting notice on notice board | नकल वापिस दिए जाने की ता० Date of Delivery of Copy | नकल वापिस देने वाले अधिकारी के ह० Signature of officer delivering Copy |
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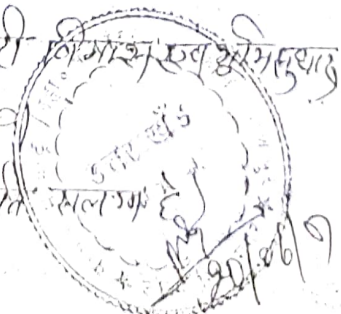
न्यायाधीश आसिस्टेंट कलेक्टर प्रथम श्रेणी / उप जिला अधिकारी काशीपुर जिला
अधम सिंह नगर / राजस्व वीथ सरंख २१/२/१७ - वर्ष २००६-२००७

प्रार्थी / वापी श्री जिन्दल होल्डिंग्स प्रा. लि. द्वारा / डापेक्स्टोर
श्री विजय कुमार जिन्दल पुत्र स्व. श्री शिव कुमार जिन्दल निवासी
रामनगर रोड काशीपुर जिला अधम सिंह नगर

प्रतिवादी

बेनाम
राज्य सरकार

अन्तिम धारा-१४३ उत्तराखण्ड ८३०५० जमींदारी विमोचन एवं अधिपत
उपांतरण एवं डाकुलेशन, अधिनियम - २००६
नकल आदेश दिनांक १८/०१/२००७ सत्यापित दायित्व



न्यायालय असिस्टेंट कलेक्टर प्रथम श्रेणी/उप जिलाधिकारी काशीपुर जिला ऊधम सिंह नगर।
राजस्व वाद संख्या 22/217 वर्ष 2006-2007

प्रार्थी/वादी-

मै०जिन्दल होलीडेज प्रा०लि०द्वारा

डायरेक्टर श्री विजय कुमार जिन्दल पुत्र स्व०श्री शिव कुमार जिन्दल
निवासी रामनगर रोड, काशीपुर जिला ऊधम सिंह नगर।

वनाग

प्रतिवादी-

राज्य सरकार।

अन्तर्गत धारा-143उत्तराखण्ड(उ०प्र०जमींदारी विनाश एवं भूमि सुधार)उपांतरण एवं
अनुकूलन)अधिनियम-2001

निर्णय / प्रख्यापन

प्रस्तुत कार्यवाही प्रार्थी/वादी मै०जिन्दल होलीडेज प्रा०लि०द्वारा डायरेक्टर श्री
विजय कुमार जिन्दल पुत्र स्व०श्री शिव कुमार जिन्दल निवासी रामनगर रोड, काशीपुर जिला
ऊधम सिंह नगर के प्रार्थना-पत्र के आधार पर प्रारम्भ की गयी।

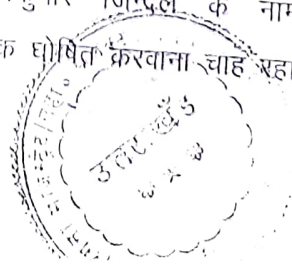
प्रार्थना-पत्र में उल्लिखित है कि ग्राम महुआखेडागंज तहसील काशीपुर जिला
ऊधम सिंह नगर के खाता खतौनी संख्या 174के खसरा नम्बर 1220रकवा 3.368हैक्टेयर लगानी
83.20रु०, भूमि वर्ग-1(क)संकमणीय भूमिधरी की श्रेणी की है। प्रार्थी ने उपरोक्त आराजी को
सरकार द्वारा औद्योगिक क्षेत्र में घोषित कराया है। उपरोक्त भूमि में खेती नहीं हो रही है तथा
औद्योगिक प्रयोजन में लाई जा रही है और उपरोक्त भूमि को प्रार्थी द्वारा औद्योगिक प्रयोजन हेतु
खरीद लिया गया है और भविष्य में भी प्रार्थी उपरोक्त आराजी में खेती नहीं करेंगे और
औद्योगिक प्रयोजन में ही लायेंगे। प्रार्थी ने अन्त में प्रश्नगत भूमि को अकृषिक घोषित कराने हेतु
प्रार्थना की है।

मैंने पत्रावली पर उपलब्ध मौखिक एवं अभिलेखीय साक्ष्यों का परीक्षण एवं अनुशीलन
किया।

वादी श्री विजय कुमार जिन्दल पुत्र स्व०श्री शिव कुमार जिन्दल निवासी रामनगर रोड
काशीपुर तहसील काशीपुर जिला ऊधम सिंह नगर ने अपने मुख्य कथन में कहा है कि ग्राम
महुआखेडागंज तहसील काशीपुर जिला ऊधम सिंह नगर के खाता खतौनी संख्या 174के खसरा
नम्बर 1220रकवा 3.368हैक्टेयर लगानी 83.20रुपया भूमि वर्ग-1(क)संकमणीय भूमिधरी की श्रेणी
की है। प्रश्नगत भूमि पर खेती नहीं हो रही है वलिक गौके पर भवन निर्माण हेतु मिट्टी भरण व
सड़क का निर्माण कार्य चल रहा है। प्रश्नगत भूमि पर औद्योगिक भवन का निर्माण किया जाना
है।

ग्राम महुआखेडागंज तहसील काशीपुर जिला ऊधम सिंह नगर के खाता खतौनी संख्या
174के खसरा नम्बर 1220रकवा 3.368हैक्टेयर लगानी 83.20रुपया भूमि मै०जिन्दल होलीडेज
प्रा०लि०द्वारा डायरेक्टर श्री विकास जिन्दल पुत्र स्व०श्री शिवकुमार जिन्दल के नाम
वर्ग-1(क)संकमणीय भूमिधरी में दर्ज अभिलेख है। जिस प्रार्थी अकृषिक घोषित करवाना चाह रहा
है।

(17)



तहसीलदार काशीपुर से आख्या प्राप्त की गई । जिसमें उनके द्वारा अकृषिक हेतु प्रस्तावित भूमि के सम्बंध में अपनी आख्या से अवगत कराया है कि ग्राम महुआखेडागंज तहसील काशीपुर जिला ऊधम सिंह नगर के खाता खतौनी संख्या 174 के खसरा नम्बर 1220 रकवा 3.368 हैक्टेयर लगानी 83.20 रूपया भूमि संकमणीय भूमिधर के रूप में प्रार्थी/वादी मै0जिन्दल होलीडेज प्रा0लि0द्वारा डायरेक्टर श्री विकास जिन्दलपुत्र स्व0श्री शिव कुमार जिन्दल, के नाम दर्ज कागजात है, पर स्थल निरीक्षण के दौरान मौके पर कृषि के उपयोग में नहीं लायी जा रही है । प्रश्नगत भूमि को अकृषिक घोषित किये जाने की संस्तुति की गयी है ।

उपरोक्तानुसार विश्लेषण से स्पष्ट है कि प्रश्नगत भूमि मौके पर भवन बना है । प्रश्नगत भूमि उद्यानीकरण / वागवानी / पशुपालन / मत्स्यपालन / कुक्कडपालन के उपयोग में नहीं आ रही है । तहसीलदार काशीपुर द्वारा प्रश्नगत भूमि अकृषिक घोषित किये जाने हेतु रिपोर्ट दी गयी है ।

उपरोक्त विवेचना से मैं इस अभिमत का हूँ कि ग्राम महुआखेडागंज तहसील काशीपुर जिला ऊधम सिंह नगर के खाता खतौनी संख्या 174 के खसरा नम्बर 1220 रकवा 3.368 हैक्टेयर लगानी 83.20 रूपया भूमि को कृषि प्रयोग हेतु प्रयोग न होने से अकृषिक घोषित किया जाना न्यायोचित है ।

आदेश

ग्राम महुआखेडागंज तहसील काशीपुर जिला ऊधम सिंह नगर के खाता खतौनी संख्या 174 के खसरा नम्बर 1220 रकवा 3.368 हैक्टेयर लगानी 83.20 रूपया भूमि को जमींदारी विनाश एवं भूमि सुधार अधिनियम की धारा-143 के तहत अकृषिक भूमि दर्ज किया जाय । इसी अनुसार परवाना अमलदरामद जारी किया जाय । वाद आवश्यक कार्यवाही पत्रावली माल अभिलेखागार को संचित की जाय ।

दिनांक 18 जून, 2007

(बी0वी0आर0पुरुषोत्तम)
असिस्टेंट कलेक्टर प्रथम श्रेणी /
उप जिलाधिकारी, काशीपुर ।

मेरे श्रुतलेख से टंकित करने के उपरान्त उपरोक्त निर्णयादेश आज दिनांक 18 जून, 2007 को स्वहस्ताक्षरित, दिनांकित एवं मुद्रांकित करने के उपरान्त खुले न्यायालय में उद्घोषित किया गया ।

स्थान- काशीपुर ।
दिनांक 18 जून, 2007

(बी0वी0आर0पुरुषोत्तम)
असिस्टेंट कलेक्टर प्रथम श्रेणी /
उप जिलाधिकारी, काशीपुर ।



प्रमाणित
- विभागाध्यक्ष - 18/06/07
- प्रमुख कोषी - 19/06/07
- प्रमुख कोषी - 20/06/07
- प्रमुख कोषी - 20/06/07

प्रमाणित
- प्रमुख कोषी - 20/06/07
- प्रमुख कोषी - 20/06/07
- प्रमुख कोषी - 20/06/07