

col-11

**ARUPA NANDA DAS**

(B.com, LL.B)

ADVOCATE  
ORISSA HIGH COURT, CUTTACK

**RESIDENCE**

Journalist Colony Lane,  
Madhusudan Nagar,  
Tulsipur, Cuttack-8,  
Ph.No. 0671-2302702  
Mob. No. 9437020702

**LEGAL SRUTINY REPORT**

To  
The Chief Manager,  
Canara Bank,  
Buxibazar, Branch,  
Cuttack.

Date-30.04.2015

Sub:- Legal Scrutiny Report after verifying all the relevant documents in respect of the Schedule Property of M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan Gupta, S/o Sri Bhagat Ram Gupta, at- Cuttack Puri Road, Bhubaneswar, P.O- Budheswari, P.s - Laxmisagar, Bhubaneswar, Dist- Khurda, for creation of EMT in favour of your Bank.

**A P P E N D I X - 1**

**I. LIST OF DOCUMENTS:-**

SL.No	Date of Documents	Name of the Documents	Whether Original/Certified True Copy / Xerox Copy
1.	18.01.1997	R.O.R Khata No- 131 ✓	Xerox
2.	13.05.2011 ✓	Regd Sale Deed No-11081111448 ✓	Original
3.	03.05.2011	Rent Receipt No- AY-2401885 ✓	Original
4.	13.12.2011 ✓	Rent Receipt No- AY-2410953 ✓	Original
5.	23.03.2012	Rent Receipt No- AAD-3801755 ✓	Original
6.	15.04.2015	Rent Receipt No- AAJ-0809577 ✓	Original
7.	21.12.2011	E.C No-3956 ✓	Original
8.	21.12.2011 ✓	E.C No-EC1142012110035 ✓	Original
9.	29.04.2015	E.C No-EC1142015000962 ✓	Original
10.	17.04.2015	E.C NO-EC1142015000899 ✓	Original
11.	04.05.2011	Certificate issued by Sarapancha ✓	Original
12.	21-08-2013	Metadon R.O.R Khata No- 518/89 ✓	Original

## II. DESCRIPTION OF PROPERTY SCRUTINISED:-

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza- Lahanga, Status- Stiban, Mutation Khata No- 518/89, Plot No-1168, Area- A0.100 dec., (Bounded By: North- Self, South- Parbati Das), Plot No- 1199, Area- A0.290 dec., (Bounded By: North- Parbati Das, South- Banchhanidhi Behera), Total Area of Two Plots –A0.390 dec., Kissam – Gharabari, corresponding to Khata No- 131,.

## III. GENESIS AND FLOW OF TITLE:-

On careful perusal of the documents it appears that during consolidation operation in the year 1997 the above Scheduled property was recorded in the name of Chaitanya Das and he was the lawful owner in possession over the Scheduled property.

It further appears that after the death of Chaitanya Das, his legal heirs Sri Lokanath Das (son) and Dhoba Das (son), were in exclusive possession over the Scheduled property.

It also further appears that the above said legal heirs have transferred the above Scheduled Property in favour of M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan Gupta, by virtue of execution of Registered Sale Deed No-T1081111448 dated 13.05.2011, before the Registering Office, Khurda.

It further appears that after execution of the Sale Deed, M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan Gupta, filed Mutation case and OLR case before the Tahasildar, Khorda, to record the above said Scheduled Property in their name and to convert the Kissam- "Sarada-3" to "Gharabari".

It further appears that the Tahasildar, Khorda, after fulfillment of all formalities, has issued the ROR in the favour of M/s Gupta Power Infrastructure Ltd., represented by it's Director Sri Jitendra Mohan Gupta.

Now in my opinion M/s Gupta Power Infrastructure Ltd., is the lawful owner in peaceful possession over the above said Scheduled Properties.

That the property is free from all sorts of Acts and Encumbrances for a period of more than 13 years as evident from the E.Cs attached herewith and rent for the year 2015-2016 has been paid as evident from the rent receipt attached herewith.

That, M/s Gupta Power Infrastructure Ltd., is advised to submit an affidavit in respect of the Scheduled Property, as described above, mentioning therein:-

1. NIL Encumbrances.
2. That the Company has not availed any loan, from any Bank or Financial Institution, by mortgaging this property till the date of creation of EMT.
3. That the property in question is not under attachment, in any civil, criminal or revenue proceedings and the land in question is also not subject matter of dispute in any court of law.
4. That the Company will not sell, transfer and alienate the above Scheduled Property, in question, by any means unless and until the loan amount which is going to be sanctioned by your bank, is fully liquidated.

**IV. CERTIFICATE OF TITLE:-**

- A) That M/s Gupta Power Infrastructure Ltd., has an absolute, clear, and marketable Title over the property proposed to be mortgaged.
- B) That M/s Gupta Power Infrastructure Ltd., can execute a valid Equitable Mortgage in respect of the Scheduled Property in favour of your Bank.
- C) That the Property as mentioned in this report intended to be given by way of Mortgage is not subject matter of any minor/s or any other claims.

**APPENDIX - II**

I have gone through the title deeds and other documents intended to be deposited relating to the Property and offered as security by way of equitable mortgage and that the documents of title referred to above are perfect evidence of title and that if the said equitable mortgage is created, the following document of title are to be deposited in the manner of requirements for creation of equitable mortgage and I further certified that :-

1. I have made a search in the land/revenue records and do not find any adverse features, which would prevent the titleholder from creating a valid mortgage.

2. There are no prior Mortgage/ Charges what so ever as could be seen from the Encumbrance Certificate for the period from 1<sup>st</sup> Jan 1999 to 10<sup>th</sup> April 2015, pertaining to the immovable property covered by the above said title deed and other said documents as referred above.
3. That there are no prior Mortgage/ Charges to the extent of an Area – Ac0.390 dec., over which EMT can be created subject to deposit of document mentioned in the List of Documents along with the following documents -
  - i. Up to date E.C
  - ii. Affidavit.
4. There are no claims of minor/s and he/ their interest in respect of the Schedule property.
5. There is no undivided share of any minor/s.
6. The property is devoid of any liabilities.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. That the Holding and Acquisition is in accordance with provision of Land Reform Act.
9. The mortgage if created will be available to the Bank for the liabilities of the intending borrower M/s Gupta Power Infrastructure Ltd.

I certify that M/s Gupta Power Infrastructure Ltd., has valid and marketable Title, in the property shown above.

Cuttack.

Date -30.04.2015

(ARUPA NANDA DAS)

Advocate.

**CERTIFICAT**

To,  
The Chief Manager,  
Canara Bank,  
Buxibazar Branch,  
Cuttack.

Sub:- Verification of Record of the Landed Property at Tahasil and Sub Registrar Office at Khurda.

Dear Sir,

This is to confirm that I have visited the office of Tahasildar and Sub- Registrar, Khurda, and verified the details, of the property standing in the name of that M/s Gupta Power Infrastructure Ltd.

**DESCRIPTION OF PROPERTY.**

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza- Lahanga, Status- Stiban, Mutation Khata No- 518/89, Plot No-1168, Area- A0.100 dec., (Bounded By: North- Self, South- Parbati Das), Plot No- 1199, Area- A0.290 dec., (Bounded By: North- Parbati Das, South- Banchhanidhi Behera), Total Area of Two Plots -A0.390 dec., Kissam - Gharabari, corresponding to Khata No- 131.

After perusal of the documents submitted before me, further I certified as under :

1. That I have verified the title deeds i.e. Sale Deed No-11081111448, dated 13.05.2011, from the office of the Registrar/ Sud-Registrar and confirm that the original deed available with the bank are genuine.
2. There is no prior mortgage/charge over the above Scheduled Property and M/s Gupta Power Infrastructure Ltd., is the lawful owner in peaceful possession over the above said property as per the records available and verified by me in the Tahasil and Sub Registrar Office at Khurda.

Cuttack.  
Dated- 30.04.2015

  
(ARUPA NANDA DAS)  
Advocate.

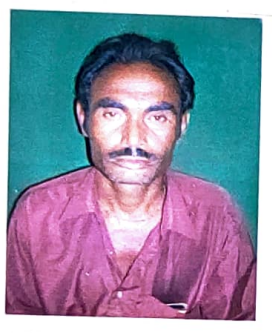


108/112495

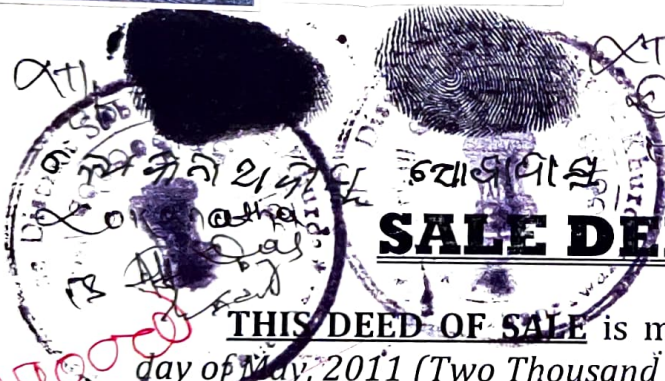
KHD

भारत गणराज्य  
Rg 0019500  
324630  
INDIA  
ORISSA  
00001  
DSR KHURDA  
13.5.11  
113515915

Proper Officer and  
D.S.R., Khurda, BBSR.



Handwritten notes in red ink, including '2000' and '2000'.



# SALE DEED

THIS DEED OF SALE is made on this the 13th day of May, 2011 (Two Thousand Eleven).

## NAME AND ADDRESS

### OF THE VENDORS :

(1) SRI LOKANATH DAS, aged about 52 years, (2) SRI DHOBA DAS, aged about 46 years, both are sons of Late Chaitan Das, both are By Caste: Bhandari, By Profession: Cultivation, resident of At: Lahanga, PO: Godipada, PS: Jankia, Dist: Khurda, Odisha (herein after called the "VENDORS" which expression unless excluded by or repugnant to the context shall mean and include their heirs, successors, assignees and representatives) of the ONE PART.

Handwritten notes in Odia and English, including 'Em-8-ee' and 'Em-8-ee'.

Handwritten signature: Mr. Rakosh Pradip Singh

Handwritten signature: Mr. Samrajit Das

33759  
111321596  
13.5.11

19500  
Nineteen thousand  
Five hundred  
Sitenora Mohan  
Gupta  
896 Sakmisaagar  
B.B.R.  
Sole

*[Signature]*

B.B.R. O.P. 122, CHAN, B.S.M.

*[Handwritten mark]*





Jitendra Mohan Gupta  
NAME AND ADDRESS

OF THE VENDEE:

**GUPTA POWER INFRASTRUCTURE LTD.**  
represented thorough its Director **MR. JITENDRA MOHAN GUPTA**, aged about 39 years, S/o: Bhagatram Gupta, By Caste: Baisya, By Profession: Business, resident of Plot No. 896, Cuttack Road, PS: Laxmisagar, Bhubaneswar, Dist: Khurda, Odisha (herein after called the "VENDEE" which expression unless excluded by or repugnant to the context shall mean and include his heirs, successors, assignees and representatives) of the **OTHER PART**.

**NATURE OF DEED: SALE DEED**

**AMOUNT OF CONSIDERATION:**

**Rs.3,90,000/- (Rupees Three Lakh Ninety Thousand) Only**

15/10/18 12:45 PM

22/10/18

Prakash Pralip Singh

Mr. Sakrajit Das



## SCHEDULE OF PROPERTY

Dist: Khurda, Tahasil: Khurda, S.R.O: Khurda,  
Under D.S.R.O.: Khurda, Bhubaneswar, PS: Khurda,  
PS No. 168, Odisha Sarakar Khewat No. 1, Mouza:  
**LAHANGA, Khata No. 131**(One Hundred Thirty  
One), **Shitiban Plot No. 1168** (One Thousand/One  
Hundred Sixty Eight), Kisam: Sarad Non-Irrigated-III,  
**Sold Area Ac0.100dec.** (One Hundred Decimals)  
Full Plot.

Full Plot.

Sthitiban **Plot No. 1199** (One Thousand One Hundred Ninety Nine), Kisam: Sarad Non-Irrigated-III, **Sold Area Ac0.290dec.** (Two Hundred Ninety Decimals) Full Plot

Total One Mouza, One Khata, Two Plots, **Total Sold Area Ac0.390dec.** Which is more fully described in the sketch map appended hereto in red and the sketch map forms part and parcel of this sale deed Annual Rent Rs. 1.00 ps.

(The land hereby sold and conveyed in this Sale Deed is neither a lease hold land nor coming under the purview of Endowment Act or Ceiling Surplus limit, it is also non-consolidable land. It is coming within Municipality Area of Dist: Khurda and the land is not a Bhoodan Land.)

WHEREAS the above named vendors are the absolute owner and also is in peaceful possession over the landed property mentioned in the scheduled above hereby sold and conveyed through this Sale Deed (hereinafter called the "Scheduled Property" in short).

प्रमाणित किया जाता है

m-Samarajit Don

WHEREAS, I the vendors hereby declared that the property conveyed/transferred through this deed stands recorded in the name of my deceased father and after his death we the vendors are as his legal heirs and successor are in peaceful possession over the same having right, title and interest over the schedule property. The property is free from all sorts of litigations and disputes.

AND WHEREAS, the vendor, in order to meet their legal necessities, such as repayment of loans and other household expenses, desired to sell out the scheduled property for a consideration of **Rs.3,90,000/- (Rupees Three Lakh Ninety Thousand) Only**

AND WHEREAS, the VENDEE is willing to purchase the said property on the said consideration money and paid the full and final consideration money of **Rs.3,90,000/- (Rupees Three Lakh Ninety Thousand) Only** as stated above by cash in advance prior to execution of this Sale Deed and the vendors have received and acknowledged the same in presence of the following witnesses and others by signing this Deed of Sale.

AND WHEREAS, the said the vendors do hereby execute, register and deliver this Sale Deed today in favour of the Vendee according to their free will, sound mind, open heart without any undue influence from any corner and hereby convey, grant, transfer and assign by way of this Sale and make the VENDEE, the owner of the land hereby sold by delivering and placing the VENDEE in 'peaceful possession' with all rights, titles, and interests, profits and demands whatsoever in respect of the said property and hereby covenants that from today, the vendors and their heirs, successors, assignees and representatives etc. became destitute of all rights, title, interests over the said property.

ममश्री नमो भगवते

वैष्णव/नमो

Prakash Pratap Singh

an-Sarrajit Dm

WHEREAFTER, the VENDEE is at liberty to get his name mutated in the Government all other records and get the official records corrected, pay rent, taxes, cess etc. and obtain receipts thereof in his name to which, the vendors and/or their heirs, successors, assignees and representatives etc. will have no objection whatsoever.

AND WHEREAS, the vendors , do hereby further declare that the said property is free from all encumbrances, litigations, disputes, liens, attachments and charges etc. and prior to this sale, they have not sold away, gifted, transferred mortgaged or otherwise parted with/encumbered the scheduled property in any manner till date.

AND WHEREAS, the VENDEE and/or his heirs, successors, assignees and representatives etc. is at liberty to use and enjoy the land hereby sold in any manner as she likes, place and construct house, structures, building and gardens etc. with road thereon and can convey the same as per his sweet WILL in any manner to which the vendors and/or their heirs, successors, assignees and legal representatives shall not cause any obstacle, hindrance, objection or restrict the manner of enjoyment of the VENDEE over the said property at any point of time and in any manner.

15/12/2019  
15/12/2019

Mr. Prakash Pralip Singh

Mr. Saurajit Das



IF in future any defect is found in the title over the said property, for which the VENDEE and/or his heirs, successors, assignees and legal representatives become dispossessed of any part or entire schedule property, then the vendors do hereby undertake to do the needful for returning back the possession of the disposed property to the VENDEE or else the VENDEE and/or his heirs, successors, assignees and legal representatives etc. have every right to sue against the vendors or/and their heirs, successors, assignees and legal representatives etc. and take re-possession of dispossessed land and/or get refund of the entire consideration money paid to the vendors together with up to date interests, costs and expenses of such litigation through proper Court of law and the vendors and their heirs, successors, assignees and legal heirs hereby promised to pay the same without any hesitation.

WHEREAS unless there is anything repugnant to the subject or context, the expression "**VENDORS**" and "**VENDEE**" here-in-used in this Sale Deed, shall include their respective heirs, successors, assignees and legal representatives.

We the vendors and vendee do hereby declare that we do not belong to schedule caste or schedule tribe community.

मनमोहन शर्मा  
व्यक्तिगत

म. प्रकाश प्रदीप सिंह

म. सौरभ डन



IN WITNESSES WHEREOF the above named vendors execute, signed and delivered this Deed of Sale with their free will, sound mind, open heart and without any force or coercion from any manner on this the 13<sup>th</sup> day of May, 2011 at Bhubaneswar, in presence of the witnesses undersigned.

**WITNESSES:**

1. Prakesh Pratay  
S/o - Gopdhan Pralip  
At/Po: Mota  
Village - Jachila  
Dist. Khurda

SIGNATURE OF THE VENDORS

2.  
Sankarjit Das  
S/o: V. Sambeswar Das  
At/Po: Palla  
P.S./Dist: Khurda

For GUPTA POWER INFRASTRUCTURE LIMITED

Jitendra Mohan Gupta

Director

SIGNATURE OF THE VENDEE

13.5.11

Prepared by me  
As per Direction of the  
executants.

13.5.11

FORM NO. 1

DECLARATION

(Land / Property where there is no structure / House)

We the Executant/s and Claimant/s do here by declare that there is no structure/ house on schedule property transacted in this document if existence of any structure / house is detected at later stage the document would be deemed as invalided.

6/10/2019

6/10/2019

6/10/2019

For GUPTA POWER INFRASTRUCTURE LIMITED

Jitendra Mohan Gupta

Director

SIGNATURE OF EXECUTANT/S/SELLER



### 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)-7800 ,I-3-2 ,A-21-10 ,D-60, User Charges-220 ,Total 8092

Date: 13/05/2011

Signature of Registering officer

### Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **KHURDA(BBSR)** between the hours of 10:30 AM and 02:30 PM on the **13/05/2011** by **LOKANATH DAS**, son/wife of **LATE CHAITAN DAS**, of **AT- LAHANGA, PO- GODIPADA, PS- JANKIA, DIST- KHURDA**, by caste **General**, profession **Cultivation** and finger prints affixed.

Handwritten signature of Lokanath Das

Signature of Presenter / Date: 17/05/2011

Signature of Registering officer

### Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature
LOKANATH DAS		 998669	
DHOBA DAS		 998856	
JITENDRA MOHAN GUPTA SON OF BHAGATRAM GUPTA DIRECTOR OF GUPTA POWER INFRASTRUCTURE LTD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/>

Identified by **PRAKASH PRATAP SINGH** Son/Wife of **GOPINATH PRATAP SINGH** of **AT/PO- MOTA, VIA- JANKIA, DIST- KHURDA** by profession **Others**

Name	Photo	Thumb Impression	Signature
PRAKASH PRATAP SINGH		 588919	

Date: 17/05/2011

Signature of Registering officer

**Endorsement of certificate of registration under section 60**

Registered and true copy filed in : KHURDA(BBSR)

Book Number : 1 || Volume Number : 230

Document Number : 11081111448

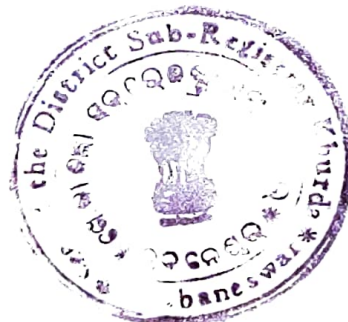
For the year : 2011

Seal :

Date: 17/05/2011

Signature of Registering officer

*This is a Computer Generated Certificate*










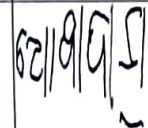
## Registered Sale Deed

Document : SALE IMMOVABLE  
 Date : 13/05/2011  
 Number : 11081111448

Volume Number : 230  
 Place of Execution : KHURDA(BBSR)  
 Registration Date : 17/05/2011




## FIRST PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
LOKANATH DAS	Sell	FATHER	LATE CHAITAN DAS	52	AT- LAHANGA, PO- GODIPADA, PS- JANKIA, DIST- KHURDA, DIST- N/A, ODISHA, INDIA	N/A, Dist- N/A, ODISHA, INDIA
DHOBA DAS	Sell	FATHER	LATE CHAITAN DAS	46	AT- LAHANGA, PO- GODIPADA, PS- JANKIA, DIST- KHURDA, DIST- N/A, ODISHA, INDIA	N/A, Dist- N/A, ODISHA, INDIA

Name	Photo	Thumb Impression	Signature
LOKANATH DAS		 998669	
DHOBA DAS		 998856	

## SECOND PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
JITENDRA MOHAN GUPTA SON OF BHAGATRAM GUPTA DIRECTOR OF GUPTA POWER INFRASTRUCTURE LTD	Institution	FATHER		39	AT- PLOT NO.896, CUTTACK ROAD, PS- LAXMISAGAR, BBSR, DIST- KHURDA, DIST- N/A, ODISHA, INDIA	N/A, DIST- N/A, ODISHA, INDIA

Name	Photo	Thumb Impression	Signature
JITENDRA MOHAN GUPTA SON OF BHAGATRAM GUPTA DIRECTOR OF GUPTA POWER INFRASTRUCTURE LTD.		 998856	

## PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.
2	KHURDA	LOHANGA-168	131	1199	290Decimal	SARAD-III	290000	Not Available	Not Available

East	West	North	South	Property Transaction Details
		NM	NM	SOLD AR EA AC 0 290DEC (FULL PLOT), TOTAL ONE MOUZA, ONE KHATA, TWO PLOTS. TOTAL SOLD AREA AC 0 390DEC. ANNUAL RENT RS 1 00PAISA

LOHANGA-	131	1168	100Decimal	SARAD-III	100000	Not Available	Not Available
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North	South	Property Transaction Details
NM	NM	SOLD AREA AC 0 100DEC (FULL PLOT)

## IDENTIFIER DETAILS

Name	Father's / Husband's Name	Identifier Address	Profession
PRATAP SINGH	GOPINATH PRATAP SINGH	AT/PO- MOTA, VIA- JANKIA, DIST- KHURDA	Others
Name	Photo	Thumb Impression	Signature
PRAKASH PR			



588919

## REMARK DETAILS

Remark

## DECLARATION

1.

- I / we the vendor (s) of the said property do /so not belong to scheduled caste or scheduled tribe communities.
- I / We the vendee (s) do/ do not belong to scheduled caste or scheduled tribe communities

2. The land is not publicly endowed

3. The land is not a lease hold one within ten years

4. The land is covered under consolidation operation.

5. The land is vacant land / land with structures

6. I / We the vendee (s) do hereby declare that I / We have reasonably enquired and verified the documents relating to the right, title and interest of the vendor and have purchased the property on payment of full / part consideration. I / We further declare that we will be held entirely responsible if we committed and mis-representation, suppression or distortion of facts or have deceived / defrauded the seller (s) in any manner.

7. We the vendor (s) and Vendee (s) hereby declare that we have executed the sale deed with our clear violation without any duress inducement, allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

*This is a Computer Generated Certificate*