V



(B.com, LLB) 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.

### APPENDIX-1

#### I. LIST OF DOCUMENTS:-

SL.No	Date of Documents		Whether Original/Certified True Copy / Xerox Copy				
1.	18.01.1997	R.O.R Khata No- 31	Copy from Website				
2.	13.05.2011	Regd Sale Deed No-11081111450	Original				
3.	21.06.2013	Mutation ROR Khata No-518/89	Original				
4.	30.04.2011	Rent Receipt No- AY-2401784 -	Original				
5.	13.12.2011	Rent Receipt No- AY-2410961	Original				
6.	23.03.2012	Rent Receipt No- AAD-3801757	Original				
7.	15.04.2015	Rent Receipt No- AAJ-0809577	Oroginal				
8.	21.12.2011	E.C No-3952	Original				
9.	21.12.2011	E.C No-EC1142012110030	Original				
10.	29.04.2015	E.C No-EC1142015000962	Original				
11.	17.04.2015	E.C NO-EC1142015000899	Original				
12.	05.05.2011	Certificate issued by Sarapancha	" Original				
13.	04.05.2011	Certificate issued by Sarapancha	Original				

A Col

## II. DESCRIPTION OF PROPERTY SCRUTINISED:-

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza- Lahanga, Status- Stiban, Khata No- 518/89, Plot No-1243, Area- A0.225 dec., Plot No- 1248, Area- A0.448 dec., (Bounded By: North- Sadhu Pradhan, South- Sanatan Pahadasingh), Total Area of 2 Plots-A0.673 dec., Kissam — Gharabari, corresponding to Khata No- 31.

## III. GENISIS 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 jointly recorded in the name of Ananda Pradhan and Santh Pradhan and they were lawful owners in possession over the Scheduled property.

It also further appears that Ananda Pradhan and Santh Pradhan 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-11081111450 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.
- 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.

#### CERTIFICATE OF TITLE:-IV.

- 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 1st Jan 1999 to 10th 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 -Ac0.673 dec., over which EMT can be created subject to deposit of document mentioned in the List of Documents along with the following documents -
  - Up to date E.C i.
  - Affidavit. ii.
- 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, Khata No- 518/89, Plot No-1243, Area- A0.225 dec., Plot No- 1248, Area- A0.448 dec., (Bounded By: North- Sadhu Pradhan, South- Sanatan Pahadasingh). Total Area of 2 Plots-A0.673 dec., Kissam – Gharabari, corresponding to Khata No- 31.

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

- That I have verified the title deeds i.e. Sale Deed No-11081111450, 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.



## **Valuation Report**

Application No- 1081112493

Registration Office- KHURDA(BBSR)

Application Type- <b>SA</b>	LE IMMOVABLE	DEE	D DETAII	<u>LS</u>	Status- <b>Pen</b>	ding for Fee collection
Application No. Execution Date		Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1081112493	1081112493 13-MAY-11 13-MAY-11					
FEE DETAILS (In `.) Stamp Duty : Consideration Amour Benchmark Value :	nt:	8625 172500 172500	A(I): Incid A-2: D : I-3		Details 1 6	

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
PARSURAM SRICHANDAN	FATHER	LATE NARASINGHA SRICHANDAN	MALE	57	Cultivation	General	SELLER/SELF	YES	YES	AT/PO-MOTA, PS- JANKIA,DIST- KHURDA	
PITABAS SRICHANDAN	FATHER	LATE NARASINGHA SRICHANDAN	MALE	53	Cultivation	General	SELLER/SELF	NO	YES	AT/PO-MOTA, PS- JANKIA,DIST- KHURDA	
ABHIRAM SRICHANDAN	FATHER	LATE NARASINGHA SRICHANDAN	MALE	50	Cultivation	General	SELLER/SELF	NO	YES	AT/PO-MOTA, PS- JANKIA,DIST- KHURDA	

SECOND P												Permanent
Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presente	r Signed	Present	Address	Address
JITENDRA MOHAN GUPTA				39		. 3	BUYER/INSTITUTION				RUCTURE F NO 896, ROAD, PS- SAGAR, VAR,DIST-	
Representative Name					Institution Name				entative ress		sentative ignation	
Representative Name  JITENDRA MOHAN GUPTA				GUPTA	POWE	R INFRASTRUCTURE	C	TD, PLO JTTACK I LAXMI S	RUCTURE F NO 896, ROAD, PS- SAGAR, WAR, DIST-	DIR	ECTOR	

IDENTIFIER DETAILS /	0	Salara Vs.	<b>9</b>					
	9	Father/Husband's Nan	ne	Address	Gender	Age	Profession	ID Proof
Name "	<b>6</b> 00 0	- Father/Huspand 5 Han			MALE	0	Others	X
SAKRAJIT DAS	· ·	1)11111	1 105					

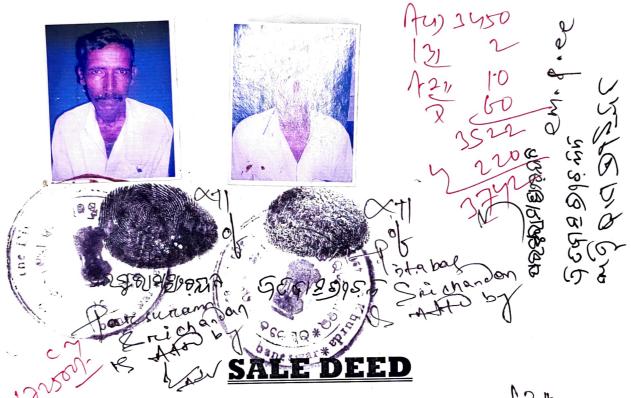
District	Village	e) Mouja-	Khata Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.		
KHURDA LOHANGA-168			41 1159 01	* 0.1725 Acre (172.5Decimal-)	SARAD AND OTHER	172500	Not Available	Not Available		
East West North			North	South	Property 1	erty Transaction Details				
REST PART O	F THE	PLOT NO	PLOT NO	PLOT NO 1157 AND PL	OT NO AREA AC.O.	172.5 DECS OU	T OF AC.0.345	DECS, RENT		

Page 2

b look	
PLOT 1157 1158 1214 RS.1/	

This page is generated at http://www.igrorissa.gov.in.

Proper Officer ana' D.S.R., Khurda, BBSR.



## NAME AND ADDRESS

## **OF THE VENDORS:**

(1) SRI PARSURAM SRICHANDAN, aged about 57 years, (2) SRI PITABAS SRICHANDAN, aged about 53 years, (3) SRI ABHIRAM SRICHANDAN, aged about 50 years, all are sons of Late Narasingha Srichandan (father) & Manu Baghasingh @ & Manu Srichandan (mother) all are By Caste: Khandayat, By Profession: Cultivation, resident of At/PO: Mota, 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.

Page 1 out of 7

4 Sakroych Dan

SINO 33233

EVE 11135153

DE CON 1135153

RS Q GO STORE SANDARDON

RS Q GO STORE SANDARDON

RS Q GO STORE SANDARDON

Stamp Franking Clerk

D.S. R OFFICE Shurda, BBSR









Apricamon of



NAME AND ADDRESS
OF THE VENDEE:

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.

प्रकाषधारक्षत

NATURE OF DEED: SALE DEED

AMOUNT OF CONSIDERATION:

Rs. 1, 72,500/-(Rupees One Lakh Seventy Two Thousand Five Hundred) Only Somragail Day

## **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. 41(Forty One), Sthitiban Plot No. 1159 (One Thousand One Hundred Fifty Nine), Kisam: Sarad Non-Irrigated-III, Sold Area Aco.172.5 dec. (One Hundred Seventy Two Point Five Decimals) from western side out of Aco.345dec. Which is morefully 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.

### **BOUNDED BY:**

North :

Plot No. 1158

South

Plot No. 1157 & Plot No. 1214

East

Rest Part of the Plot

West

Plot No. 1157

(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 is 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).

Sourcey's Don

WHEREAS, I the vendors hereby declared that the property conveyed/transferred through this deed stands recorded in the name of my deceased mother Manu Baghasingh @ Manu Srichandan along with Uchhaba Sethi and by virtue of an amicable partition between them the above mentioned sold property fallen in the share of our mother and after her death we the vendors are as her 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.1,72,500/-(Rupees One Lakh Seventy Two Thousand Five Hundred) 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.1,72,500/-(Rupees One Lakh Seventy Two Thousand Five Hundred) 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

36412 5900000

Sanrayit Don afrech Serve 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.

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 and assignees successors, heirs, their 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.

日本分のの野でなり 今のの2000年のからから でくの31813年2月

Sakrayit Da

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 repossession 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.

SESPRIMEDEDS SCHEDIONA

Shrajet Day

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 Sday of May, 2011 at Bhubaneswar, in presence of the witnesses undersigned.

WITNESSES: EVANDED DON SEGNETH DANS SEGNETH DANS SEGNETH DANS SEGNETH DANS PARTOR PORTOR PORTOR PORTOR WHASTRUCTURE LIMITED THE VENDER

P. F. DON DON'S FOR CUPTA POWER WHASTRUCTURE LIMITED Director SIGNATURE OF THE VENDER

PROPERTY OF THE VENDER



## FORM NO -A

# 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 deected at later stage the document would be treated as invalided.

CIRAGISTO SPECIAL CONTRACTOR OF THE SECTION OF THE

FOR GUPTA POWER INFRASTRUCTURE LIMITED

JI HELD A MOLANIE PURCHASER



#### 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)-3450 ,I-3-2 ,A-21-10 ,D-60, User Charges-220 ,Total 3742

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 PARSURAM SRICHANDAN, son/wife of LATE NARASINGHA SRICHANDAN, of AT/PO-MOTA, PS-JANKIA, DIST-KHURDA, by caste General, profession Cultivation and finger prints affixed.

Signature of Presenter / Date: 17/05/2011

N√√ / Signature of Registering officer

### **Endorsement under section 58**

ame	Photo	Thumb Impression	Signature
ARSURAM SRICHANDAN		998663	पि विद्याप्त्राधिक त
PITABAS SRICHANDAN		99889	gens solve
ABHIRAM SRICHANDAN		99889	AMA PUSS 28
JITENDRA MOHAN GUPTA	× 5.6-1.6	y profession Others Thumb Impression	X
Identified by SAKRAJIT DAS	Son/Wife of N/A	profession Others	Date de compa de la prima de la companya del la companya de la companya del la companya de la co
Name	Phatonac	Thumb Impression	Signature

Page Mature of the

SAKRAJIT DAS





Sarray +1 10 m

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 : 11081111452

For the year : 2011

Seal :

Date: 17/05/2011

Signature of Registering officer

This is a Computer Generated Certificate



7			R	egiste	red S	Sale Deed						
lature of the Docu	ıment: q	SALE IMMO	VABLE			\	olume Numl	ber :	230			
ate of Execution		3/05/2011				F	Place of Exec	ution:	KHURDA(BB	SR)		
		13/03/2011				F	Registration (	Date :	17/05/2011			
ocument Numbe	•	110011114	J2	FIRST I	PART	Y DETAILS						
Name	Туре	Relation	Relation N		Age	Prese	nt Address		Permanent	Address	H	
PARSURAM SRICHANDAN	Self	FATHER N	ATE IARASINGI BRICHANDA		57	AT/PO-MOTA JANKIA,DIST- V/A , ODISHA	KHURDA , DI	IST- N	/A,Dist- N/A,C	DISHA ,	INDIA	
PITABAS SRICHANDAN	Self	FATHER	ATE NARASINGI SRICHAND	HA 5	53		, PS- -KHURDA , DI	IST- N	/A,Dist- N/A,C	DISHA ,	INDIA	
ABHIRAM SRICHANDAN	Self	FATHER	ATE NARASING SRICHAND	HA S	50	AT/PO-MOTA	., PS- -KHURDA , D	IST- N	/A,Dist- N/A,C		INDIA	
			all the second second second	oto		Thumb Im			Signatu	re		
PARSURAM SRIC	ame :HANDAN						998663	9 034915				
PITABAS SRICH	ANDAN		.00				998893			8 8 16 19 10		
ABHIRAM SRICE	HANDAN					998894			रो <i>ग</i> ुरी			
				SECON	ID PA	RTY DETAIL	S			+ A deiro	-	
Name	Туре	Relation	Relation	Name	Age	GUPTA PO	ent Address		Permaner	IL Audres		
JITENDRA MOHAN GUPTA	Institution	n FATHEF	2		INFRASTRUCTURE LTD, PLOT NO 896, CUTTACK ROAD, PS- LAXMI SAGAR, BHUBANEWAR, DIST- KHURDA, DIST- N/A, ODISHA, INDIA			, ODISH	Α,			
	Name		F	hoto			Impression		Signat	ure		
JITENDRA MOI			×	-	i	×		×				
				PRO	OPER	TY DETAILS			<del>                                     </del>	Cab all		
SI.No. District	Village/Th	ana Khata	Plot	Pro	perty	Area	Kisam	1	MarketValue	Sabak Khata No.	Sabak Plot No.	
1 KHURDA	LOHANGA 168	- 41	1159 17	72.5Deci			SARAD AND		172500		Not Available	
East REST PART O			North OT NO 58	PLOT NO NO 1214	0 115	uth 7 AND PLOT		).172.5 I	y Transaction I		DECS,	
				IDE	ENTIF	IER DETAILS	5					
	ama		Father's /					ier Add	ress	Prof	ession	
SAKRAJIT DAS	ame									Others		
SAISTON BA	Name			Photo		Thumb	Impression		Sign	ature		
,												

SAKRAJIT DAS





Sarray il 1) an

588957

REMARK DETAILS

Remark

#### **DECLARATION**

- 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.
- 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, allurement 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