ARUPA NANDA DAS
(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	Name of the Documents	Whether Original/Certified True Copy / Xerox Copy
1.	18.01.1997	R.O.R Khata No- 414	Copy from Website
2.	13.05.2011	Regd Sale Deed No-11081111449	Original
3.	13.12.2011	Rent Receipt No- AY-2410965	Original
4.	23.03.2012	Rent Receipt No- AAD-3801752	Original
5.	15.04.2015	Rent Receipt No- AAJ-0809577	Oroginal
6.	20.12.2011	E.C No-3951	Original
7.	21.12.2011	E.C No-EC1142012110034	Original
8.	29.04.2015	E.C No-EC1142015000962	Original
9.	17.04.2015	E.C NO-EC1142015000899	Original
10.	05.05.2011	Certificate issued by Sarapancha	Original
11.	09.05.2011	Certificate issued by Sarapancha	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-1211, Area- A0.195 dec., Kissam – Gharabari, corresponding to Khata No- 414. (Bounded By: North- Abhina Palatasingh, South- Radhanath Paikara),.

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 recorded in the name of Rahasha Patashahani and he were lawful owner in possession over the Scheduled property.

It further appears that after the death of Rahasha Patashahani, his legal heirs Anita Dei (wife) and Pravat Patashahani (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-11081111449 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 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 – Ac0.195 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-1211, Area- A0.195 dec., Kissam -- Gharabari, corresponding to Khata No- 414. (Bounded By: North- Abhina Palatasingh, South- Radhanath Paikara).

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-11081111449, 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- **1081112473**

Registration Office- **KHURDA(BBSR)**

DEED DETAILS

Application Type- **SALE IMMOVABLE**

Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1081112473	13-MAY-11	13-MAY-11	1	7		

FEE DETAILS (In `.)

Stamp Duty : 20750
Consideration Amount : 415000
Benchmark Value : 415000

Registration Fee : 0
A(1): 8300

Incidental Fee Details
A-21 : 10
D : 60
I-3 : 2

User Charges : 210

FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
PARBATI DEI ALISA DAS	HUSBAND	KASINATH DAS	FEMALE	61	HOUSE WIFE	General	SELLER/SELF	YES	YES	AT-LAHANGA,PO-GODIPADA,PS-JANKIA,DIST-KHURDA	

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address	Permanent Address
JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCCTURE LTD				39			BUYER/INSTITUTION			AT-PLOT NO-896,CUTTACK ROAD,PS-LAXMISAGAR,BBSR,DIST-KHURDA	

Representative Name	Institution Name	Representative Address	Representative Designation
JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCCTURE LTD	GUPTA POWER INFRASTRUCCTURE LTD	AT-PLOT NO-896,CUTTACK ROAD,PS-LAXMISAGAR,BBSR,DIST-KHURDA	DIRECTOR

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
S CH JENA		SAME PALCE	MALE	0	Others	X

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	MarketValue	Sabak Khata No.	Sabak Plot No.
KHURDA	LOHANGA-168	244	1200	0.415 Acre (415Decimal)	SARAD-III	415000	Not Available	Not Available

East	West	North	South	Property Transaction Details
NM	NM	NM	NM	SOLD AREA AC 0.415 DCS FULL PLOT ,ANNUAL RENT RS 7.00 PS

DOCUMENT ENTERED BY : SANGHAMITRA SAMAL

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

Sub-Registrar Bhubaneswar

1081112473

भारत INDIA Rs 0020750 ओडिशा ORISSA 13.5.11 324630 00001 D.S.R. KHURDA

SALE DEED

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

NAME AND ADDRESS

OF THE VENDOR :

PARBATI DEI @ DAS, aged about [illegible] years, W/o: Kasinath Das, By Caste: Bhandari, By Profession: Housewife, resident of At: Lahanga, PO: Godipada, PS: Jankia, Dist: Khurda, Odisha (herein after called the "**VENDOR**" which expression unless excluded by or repugnant to the context shall mean and include her heirs, successors, assignees and representatives) of the **ONE PART.**

Sri Durga Mohan Gupta
296, Cauvery Sagar
Bhubaneswar

Sd/-

Sub-Registrar, Khurda
Bhubaneswar

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. 4,15,000/-
(Rupees Four Lakh Fifteen Thousand) Only

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. 244**(Two Hundred Forty Four), Sthitiban **Plot No. 1200** (One Thousand Two Hundred), Kisam: Sarad Non-Irrigated-III, **Sold Area Ac0.415 dec.** (Four Hundred Fifteen Decimals) Full Plot. Annual Rent. Rs.7.00PS. Which is morefully described in the sketch map appended hereto in red colour and the sketch map forms part and parcel of this sale deed.

Sub-Registrar Khurda *Bhubaneswar*

(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 Rural Area of Dist: Khurda and the land is not a Bhoodan Land.)

WHEREAS the above named vendor 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).

WHEREAS, I the vendor hereby declared that the property conveyed/transferred through this deed stands recorded in the name of vendor and I, the vendor am 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 her legal necessities, such as repayment of loans and other household expenses, desired to sell out the scheduled property for a consideration of **Rs. 4,15,000/-(Rupees Four Lakh Fifteen 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.4,15,000/-(Rupees Four Lakh Fifteen Thousand) Only** as stated above by cash in advance prior to execution of this Sale Deed and the vendor 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 vendor do hereby execute, register and deliver this Sale Deed today in favour of the Vendee according to her 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 vendor and her 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 vendor and/or her heirs, successors, assignees and representatives etc. will have no objection whatsoever.

AND WHEREAS, the vendor , 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, she 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 he 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 vendor and/or her 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.

The District Sub-Registrar, Khurda
Bhubaneswar

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 vendor 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 vendor or/and her heirs, successors, assignees and legal representatives etc. and take re-possession of dispos~~sessed land an~~d/or get refund of the entire consideration money paid to the vendor together with up to date interests, costs and expenses of such litigation through proper C~~ourt of la~~w and the vendor and his 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 ~~"**VENDOR**"~~ and "**VENDEE**" here–in-used in this Sale Deed, shall include their respective heirs, successors, assignees and legal representatives.

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

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will, s
fro

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

WITNESSES:

1. [illegible]
AT: P. [illegible]
B. K. [illegible]

13.5.11

SIGNATURE OF THE VENDOR

2. Prakash Pratap Singh
S/o - Sopinath Pratap Singh
At/Po - Motia Via - Jalki
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 executant.
13.5.11

We the Exec

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VILED IN 1

Book No.

Volume

No. 10411124 72

Fee Rs. 211

13.05

10000001

VALUATION CORRECT

Endorsement of the certificate of admissibility

ssible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, edule 1-A No. 23 Fees Paid : A(1)-8300 ,I-3-2 ,A-21-10 ,D-60, User Charges-210 ,Total 8582

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 **PARBATI DEI ALISA DAS** , son/wife of **KASINATH DAS** , of **AT-LAHANGA,PO-GODIPADA,PS-JANKIA,DIST-KHURDA** , by caste **General** , profession **Others** and finger prints affixed.

Signature of Presenter / Date: 18/05/2011

Signature of Registering officer

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature
PARBATI DEI ALISA DAS		 998587	
JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCCTURE LTD	☒	☒ 0	☒

Identified by **S CH JENA** Son/Wife of **N/A** of **SAME PALCE** by profession **Others**

Name	Photo	Thumb Impression	Signature
S CH JENA		 588798	

Date: 18/05/2011

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 : 231

Document Number : 11081111502

For the year : 2011

Seal :

Date: 18/05/2011

Signature of Registering

ne D
xecutio
ent Number

Name

PARBATI DEI
ALISA DAS

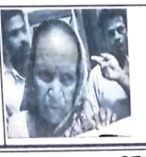
This is a Computer Generated Certifica

Registered Sale Deed

Type of the Document	: SALE IMMOVABLE	Volume Number	: 231
Date of Execution	: 13/05/2011	Place of Execution	: KHURDA(BBSR)
Document Number	: 11081111502	Registration Date	: 18/05/2011

FIRST PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
PARBATI DEI ALISA DAS	Self	HUSBAND	KASINATH DAS	61	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
PARBATI DEI ALISA DAS		 998587	

SECOND PARTY DETAILS

Name	Type	Relation	Relation Name	Age	Present Address	Permanent Address
JITENDRA MOHAN GUPTA ON BEHALF OF GUPTA POWER INFRASTRUCCTURE 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 ON BEHALF OF GUPTA POWER INFRASTRUCCTURE LTD	×	×	×

PROPERTY DETAILS

Sl.No.	District	Village/Thana	Khata	Plot	Property Area	Kisam	MarketValue	Sabak Khata No.	Sabak Plot No.
1	KHURDA	LOHANGA-168	244	1200	415Decimal	SARAD-III	415000	Not Available	Not Available

East	West	North	South	Property Transaction Details
NM	NM	NM	NM	SOLD AREA AC 0 415 DCS FULL PLOT ,ANNUAL RENT RS 7 00 PS

IDENTIFIER DETAILS

Name	Father's / Husband's Name	Identifier Address	Profession
S CH JENA		SAME PALCE	Others

Name	Photo	Thumb Impression	Signature
S CH JENA		 588798	

REMARK DETAILS

Remark
ok

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.