

ANNEXURE – II**CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION OF LEGAL SCRUTINY REPORT.**

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed 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.	Not Applicable.
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 mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable.
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	No.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Home stead.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.
12.	In case of Societies/ Associations, verify the requisite resolutions, bye laws, power to borrow. encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuines of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.

27.06.2016

14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
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.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not Applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt. /Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

2025-26
27.05.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- (0671)2527516.
MOBILE:-9853406680.

ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office
 at Khurda.

To,
 The Chief Manager, CANARA Bank,
 Buxi Bazar Branch, Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's
 and Tahasil Office at Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's
 office/ Tahasil office at Khurda on 13.05.2016, 18.05.2016 and 25.05.2016
 and verified the details of the property to be mortgaged by the intending
 borrower.

The Property details are as under.

Dist./ Tahasil/ SRO:- Khurda, P.S:- Khurda, P.S No:- 136, Mouza:-
 Kaipadar, **Mutation Khata No:- 1247/69, Plot No.-3770** area **A0.390** dec,
 Kisam:- Homestead which corresponds to Hal Khata No.-1166, Plot No.-
 3770, area A0.A0.390 dec. and Plot and is bounded as follows:-

Boundary of Plot No.-3770.

North:- Plot No.-3769,
East :- Plot No.-3773,

South:- Plot No.- 3768 & 3771,
West :- Plot No.- 3769.

Further, I certify as under:

1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Power Infrastructure Ltd.,**
 measuring an area **A0.390** dec. as per the Title Deeds and verified by
 me in the office of Registrar/ Sub register.

OR

2. That, as per the records available at Registrar/ Sub- Registrar /
 Tahasildar office, the property is mortgaged / charged to: **Nil.**

Date of document	Description of the Document	In whose favour	Amount mentioned in the Document
X	X	X	X

CUTTACK
Date:- 27.05.2016.

Signature of the Advocate.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	31.03.2001.	Hal R-O-R bearing Khata No.-1166 recorded in the names of Sri Subala Parida and others.	Net copy.
2.	01.08.2011.	Registered sale deed bearing Document No.- 11141104209 executed by Sri Subala Parida and others in favour of M/s. Gupta Power Infrastructure Ltd.	Original & certified copy.
3.	24.03.2012.	Conversion Premium Paid receipt bearing No.- AAD 3803604.	Original.
4.	14.12.2012.	Rent receipt bearing No.-AY 2416472.	Original.
5.	12.11.2015.	Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.	Original.
6.	27.01.2012.	E.C. bearing No.-296/2012.	Original.
7.	22.12.2011.	E.C. bearing No.-114211212110003 of 2011.	Original.
8.	27.06.2015.	E.C. bearing No.-1142015001400/2015.	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.:- 1247/69, Plot No.3770. <i>2 PL No. 3693</i>	A0.390 dec. <i>+ 10.160 dec</i>	Mouza:- Kaipadara, P.S:- Khurda, District:- Khurda.	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 16 YEARS.

I have perused the original title documents of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 19 years which is given as follows.

R-O-R bearing Khata No.-1166 recorded in the names of Sri Subala Parida and others.

Originally Hal Khata No.-1166 was recorded jointly in the names of Sri Subala Parida, Sri Jugala Parida and Udyanath Parida who are sons of Natabara Parida and Bandhu alias Dinabandhu Parida son of Raghava Parida finally published on 31.03.2001. As the consolidation authority has the power to decide the title of the persons, hence Sri Subala Parida, Jugala

37.05.2016
Sub-AM

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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Parida, Udyanath Parida and Dinabandhu Parida had jointly acquired valid right, title, interest and possession over the land bearing Khata No.-1166.

In the mean time one of the recorded owners Sri Udyanath Parida died leaving behind his widow namely Bhanumati Parida, his three daughters namely Miti Dei, Satya Patra and Santoshini Swain. Thus after the death of Udyanath Parida all his legal heirs had acquired valid right, title, interest and possession over the land under Khata No.-116 along with other co-sharers.

I want to clarify that the party has not submitted the death certificate and legal heir certificate of Udyanath Parida. The Tahasildar, has mutated the name of the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. after verifying the recorded owners or the legal heirs of recorded owner by the Amin. During Mutation Proceeding notices have been sent and objection was called for from all the parties and General public. As no objection was made from anybody, hence the land has been mutated in favour of M/s. Gupta Power Infrastructure Ltd. Therefore in my considered opinion there is no other legal heirs of Late Udyanath Parida except Bhanumati Parida, Miti Dei, Satya Patra and Santoshini Swain.

Registered sale deed bearing Document No.-11141104209 dated 01.08.2011.

While the position is stood thus in order to meet their legal necessity, Sri Subala Parida, Jugala Parida, Smt. Bhanumat Parida, Miti Dei, Satya Patra, Santoshini Swain and Bandhu alias Dinabandhu Parida have jointly sold the land measuring an area A0.390 dec. from Plot No.-3770 of A Khata No.-1166 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing Document No.-11141104209 dated 01.08.2011 and delivered the possession to the said company. Thus by virtue of the aforesaid registered sale deed M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest over the land total measuring an area A0.390 dec. + A0.160 dec.

Lat. 27.05.2016

*Pl. No. 3693
A0.160 dec.*

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ADVOCATE, ORISSA HIGH COURT.

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Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.

After purchase M/s. Gupta Power Infrastructure Ltd. has taken step to mutate its name and convert the land into homestead in the revenue record of rights. The Tahasildar, Khurda after following due procedure of law has issued R-O-R bearing Khata No.-1247/69 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid and marketable title over the land under Khata No.-1247/69 having Plot No.-3770 measuring an area A0.390 dec. ^{PL No.} with ^{PL No.} kisam of land homestead.

D. I have perused the E.C. for a period of 18 years commencing from 01.01.1998 to 16.06.2015 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is **M/s. Gupta Power Infrastructure Ltd.** I want to clarify that I have already applied the further E.C. from the period 01.01.2015 to till date. The same has not supplied by the Sub-Registrar Office, Khurda due delay in official procedure. However I have personally verified that there is no encumbrance of the subject property and the declared owner is **M/s. Gupta Power Infrastructure Ltd.** I shall supply the said E.C. as and when the same will be supplied to me by the office.

E. I have perused the registered sale deed, mutation R-O-R and conversion premium paid receipt and up to date rent receipt which clearly proves that the party is in possession of the subject land.

F. That, intending borrower M/s. Gupta Power Infrastructure Ltd. has submitted the original registered sale deed bearing Document No.-11141104209 dated 01.08.2011 executed by Sri Subala Parida and others in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd., original up to date rent receipt, conversion premium paid receipt, original E.C for 18 years which can create valid and equitable

37.05.2016

SRI SANTOSH KUMAR MOHANTY,
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ADVOCATE, ORISSA HIGH COURT.

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mortgage. The bank is advised to keep the following original documents for creation of equitable mortgage.

1. Original registered sale deed bearing Document No.- 11141104209 dated 01.08.2011 executed by Sri Dinabandhu Parida in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original Mutation R-O-R bearing Khata No.-1247/69 recorded in the name of M/s. Gupta Power Infrastructure Ltd.
3. Original E.C.
4. Original conversion premium paid receipt.
5. Original Up to date rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.
3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Power Infrastructure Ltd. has to submit an affidavit touching the following points.

1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
2. That, the subject property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
4. That, the property is free from any encumbrances what so ever.

Handwritten signature and date: 24.08.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- (0671)2527516.
MOBILE:-9853406680.

5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 13.05.2016, 18.05.2016 and 25.05.2016 and verified the records/ details of the property belonging to **M/s. Gupta Power Infrastructure Ltd.**
3. That, I have perused the E.C. for a period of more than 18 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
4. That, there is no prior mortgage of the subject lands.

S.S.
 27.05.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

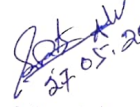
PH.:- (0671)2527516.
MOBILE:-9853406680.

5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Power Infrastructure Ltd.**

I certify that mortgagor **M/s. Gupta Power Infrastructure Ltd.** represented through its Director **Sri Jitendra Mohan Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 27.05.2016.


27.05.2016 -
Signature of the Advocate.

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(6)

ଶିକ୍ଷ - କ
ଫର୍ମ ନଂ - 99
ପରିଚ୍ଛେଦ - 402

ମୌଜା - କାଞ୍ଚପଦର
ଆନା - ଖୋର୍ଦ୍ଧା
ଆନା ନମ୍ବର - 136

ତହସିଲ - ଖୋର୍ଦ୍ଧା
ତହସିଲ ନମ୍ବର - 320
ଜିଲ୍ଲା - ଖୋର୍ଦ୍ଧା

1) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର	2) ଜମିଦାରଙ୍କ ନାମ ଓ ଖେତାଟ ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର					3) ପ୍ରକାର ନାମ, ପିତାଙ୍କ ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ
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4) ସ୍ୱତ୍ୱ	5) କେୟ					6) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ
ସ୍ଥିତିବାନ	ଜଳକର	ଖଜଣା	ସେୟ	ନିୟାବ ସେୟ ଓ ଅନ୍ୟାନ୍ୟ ସେୟ ଯଦି କିଛି ଆଏ	ମୋଟ	
		4.00	3.00		7.00	
7) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଆଏ						
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ଗାନ୍ଧୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 24/12/2011

RoR Backpage

khatiyani page

କ୍ରମ ନମ୍ବର	ଚକ ଉକ୍ତ ହୋଇ ଥିବା ପ୍ଲଟ	ଚକ ଉକ୍ତ ହୋଇ ନ ଥିବା ପ୍ଲଟ	କିସମର ବିସ୍ତାରିତ ବିବରଣୀ ଓ ଚୌଦ୍ଦି	ରକବା			ଚକ ଉକ୍ତ ହୋଇ ନ ଥିବା କିସମ	ମିଶ୍ର
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		2 plots		0	550	0.2226		

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NON-JUDICIAL STAMP
INDIA ORISSA S.R. KHURDA - 35

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Proper Officer
Sub-Registrar
KHURDA

Registered under the Indian
Stamp Act 1899
Section 1A

Sub-Registrar
KHURDA



Sub-Registrar
KHURDA
01/01/11

Sub-Registrar
KHURDA
01/01/11

Sub-Registrar
KHURDA
01/01/11

SALE DEED

THIS SALE DEED is made on the.....1st.....day of
August 2011 (Two thousand ten).

BETWEEN

- (1) SUBALA PARIDA, aged-87years (2) JUGAL PARIDA, aged - 81 years, S/o- LATE NATABAR PARIDA,
- (3) BHANUMATI PARIDA, aged - 65 years, wife of LATE UDAYANATH PARIDA, (4) MITI DEI, aged-42 years, wife of MANGULI BALABANTARAY, (5) SATYA PATRA, aged-27 years, wife of NABINA PATRA, (6) SANTOSHINI

Sub-Registrar
KHURDA
01/01/11

No. 159 Date: 1-8-11
 Franking No. 194296 Rupees... Twenty Seven 110203000
 Five hundred only
 Name: Baboo a. Parida
 Address: P/O. Kani. Panch PS/Post. Khairi
 Nature of Document: Sale
 R. K. Patra
 TC
 1-8-11

Stamp Franking Clerk
 Sub-Register Office Khairi



LT. Sat
 Subar Parida
 Attached by
 Lakshmi Khande



Subar Parida
 Ingot Parida
 Bhomanta Parida
 Mr. Sri
 Satiya Parida
 Sontamri, Sontam
 Parida @ Dinsbadli Parida

Sumti hu mra
 Sw. Sanyamelli mra
 Adv. mra

REGISTERING OFFICER, KHORDHA



ସଦର ଥାନା, ଖର୍ଦ୍ଦା ଜିଲ୍ଲା
 ବାସିନ୍ଦା ଶ୍ରୀମତୀ ସୁମିତ୍ରା

ସ୍ୱାମୀନାଥ ପରିଡ଼ା
 ୨୦୧୮.୦୮.୨୬

ସ୍ୱାମୀନାଥ ପରିଡ଼ା

ସ୍ୱାମୀନାଥ ପରିଡ଼ା
 ୨୦୧୮.୦୮.୨୬

ସ୍ୱାମୀନାଥ ପରିଡ଼ା

SWAIN, aged - 26 years, wife of JALANDHAR SWAIN,
 SI.No. 4 to 6 are the daughter of LATE UDAYANATH
PARIDA, (7) BANDHU @ DINABANDHU PARIDA, aged
 about -78 years, son of LATE RAGHAB PARIDA, by caste
 - KHANDAYAT, by Profession - CULTIVATION & HOUSE
WORK, residing At/P.O.- KAIPADAR, P.S.-SADAR
THANA, KHORDHA, Dist- KHORDHA. (here-in-after
 described as "VENDOR" which expression shall unless
 repugnant to the context mean & include his legal heirs,
 successors, administrators, executors and assigns) of the
1ST PARTY.

ସ୍ୱାମୀନାଥ ପରିଡ଼ା

ସ୍ୱାମୀନାଥ ପରିଡ଼ା

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ସ୍ୱାମୀନାଥ ପରିଡ଼ା



ଶ୍ରୀମତୀ



AND ଶ୍ରୀମତୀ



ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ



M/S. GUPTA POWER INFRASTRUCTURE LTD. A
 company registered under the companies act 1956, having
 its Registered Office At- **Plot No.-896, Cuttack Road,**
Bhubaneswar, Dist.- Khordha, represented by- **SRI**
JITENDRA MOHAN GUPTA, aged about - **35** years, Son
 of - **Sri Bhagat Ram Gupta,** by Caste - **Baisya,** By
 Profession - **Business,** At - **Cuttack Puri Road,**
Bhubaneswar, P.S- Laxmisagar, Dist- Khurda. (here-in-
 after described as "**VENDEE**" which expression shall
 unless repugnant to the context mean & include his legal
 heirs, successors, administrators, executors & assigns)
 of the **SECOND PARTY.**

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 ଶ୍ରୀମତୀ

ଶ୍ରୀମତୀ

"Ashwarya Dajoy Singh"

according to his free will and sound mind both hereby convey, transfer & assigns unto and to the use of the Vendee, his/her heirs, executors, administrators, representatives & assigns ALL THAT piece and parcel of the land tenements, hereditaments as fully described in the schedule appended hereto with and the right, title, interest, property, claim, demand, easements, benefits and whatsoever of the Vendor into or upon the same whereby conveyed unto the Vendee, his/her heirs, executors, administrators, representatives & assigns absolutely for ever as ordinarily pass on such sale.



THAT, the Vendor do hereby convenient and declare for himself, his heirs, executors, administrators, representatives and assigns that he beholds this good title and right to convey the said property conveyed or expressed to be conveyed upto the Vendee, his heirs, executors, administrators, representatives and assigns in the manner aforesaid.

ଅନନ୍ତ କୁମାର ସିଂହ
 ପ୍ରମୋଦ କୁମାର ସିଂହ
 ପ୍ରମୋଦ କୁମାର ସିଂହ
 ପ୍ରମୋଦ କୁମାର ସିଂହ
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 ପ୍ରମୋଦ କୁମାର ସିଂହ

ଅନନ୍ତ କୁମାର ସିଂହ

Akshaya Barua Singh

১. প্রাচীন
 ২. মধ্যযুগীয়
 ৩. আধুনিক

ਅਕਸ਼ਯਾ ਕਾਜਲ ਸਿੰਘ

13.03.2020
 13.03.2020
 13.03.2020

Are

2020
 2021
 2022
 2023
 2024
 2025
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 2029
 2030

East - Plot No. 3694

West- Plot No. 3692

Kisa

ଆଦିକୃଷ୍ଣ ପଣ୍ଡା ।

East - Plot No. 3773

West- Plot No. 3769

Not answered

The land is not leasehold and it is not an endowment land. And the same is not obtained by virtue of "Bhudan".

IN WITNESSES WHEREOF the Vendor has hereto signed on the day, month and the year first above written.

AND WE, both the Vendor and the Vendee declare that we do not belong to Scheduled Caste or Scheduled Tribe category.

ଦୀନ ବଳ ଦେବୀ



ନିମ୍ନଲିଖିତ ଦସ୍ତଖତ
କରିବା. ୨୫ ଜୁଲାଇ ୨୦୧୭

ସ୍ୱାକ୍ଷର



ନିମ୍ନଲିଖିତ ଦସ୍ତଖତ
କରିବା. ୨୫ ଜୁଲାଇ ୨୦୧୭

୨ କବିକୁଳା ଦେବୀ

AKSHAYA ZARIAS SINGH

ସ୍ୱାକ୍ଷର

୨୫୭୦୧୬

ସାକ୍ଷୀଙ୍କ ଦସ୍ତଖତ

In Presence of
The Witnesses.

Sign. of the Vendor



For GUPTA POWER INFRASTRUCTURE LIMITED
* Jitendra Mohan Gupta
Director

FORM-A

DECLARATION

(LAND/PROPERTY WHERE THERE IS NO STRUCTURE/HOUSE)

We the executants and claimants do hereby declare that there is no structure /house on the schedule property transacted in this document. If existence of any structure / house is detected at a later state the document would be treated as invalid.



ଜିତେନ୍ଦ୍ର ମୋହନ ଗୁପ୍ତା
For GUPTA POWER INFRASTRUCTURE LIMITED
Director

Sign. of the Executants



ଜିତେନ୍ଦ୍ର ମୋହନ ଗୁପ୍ତା
* Jitendra Mohan Gupta
Sign. Of the Claimant
Director

Prepared by :

Sushma Advocate, Khurda

Confirmed that the executants are y claim, this deed is prepared by y claim to y dictation as per the instructions of the executant.

Sushma Advocate, Khurda.



REGISTERING OFFICER, KHORDHA

a-Registration I.D.No. 11611043/2
a-Registration Document No. 1161104209
Book No. 1
Date 2-8-2011 :
Year 2011 :

Registering Officer
Khordha

2-8-2011

Is NO - 136, 23. Kwerda.

MOUZA - Kasi Pafar

Pass 21 & 22 - Kwerda

Beare 22' - 1 man.

bulg wold 55A

bulg wold 55A

2, 60810

bulg wold 55A

bulg wold 55A

bulg wold 55A

bulg wold 55A



3450

1 1/4

2850

1100

1100

1100



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)-11000 ,I-3-2, User Charges-260 ,Total 11262

Date: 02/08/2011

Signature of Registering officer





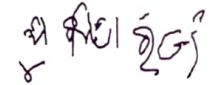





Endorsement under section 52









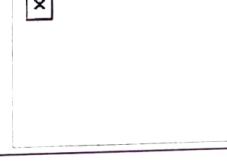
Presented for registration in the office of the Sub-Registrar **KHURDA** between the hours of 10:30 AM and 02:30 PM on the **02/08/2011** by **SUBALA PARIDA**, son/wife of **LATE NATABAR PARIDA**, of **KAIPADAR, SADARTHANA, KHURDA**, by caste **General**, profession **Cultivation** and finger prints affixed.

Signature of Presenter / Date: 02/08/2011



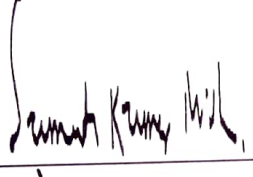
Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature
SUBALA PARIDA		 1196901	TI of SUBALA PARIDA is attested Signature of the Registering officer
JUGAL PARIDA		 1197268	
BHANUMATI PARIDA		 1197269	TI of BHANUMATI PARIDA is attested Signature of the Registering officer
MITI DEI		 1197270	

SATYA PATRA		 1197274	ସତ୍ୟ ପାତ୍ର
SANTOSHINI SWAIN		 1197276	ସନ୍ତୋଷିନୀ ସ୍ୱାଇଁ
BANDHU ALIAS DINABANDHU PARIDA		 1197280	ବନ୍ଧୁ ଅଲିଆସ ଦିନାବନ୍ଧୁ ପରିଡା
MS GUPTA POWER INFRASTRUCTURE LTD REPRESENTED THROUGH JITENDRA MOHAN GUPTA		 0	

Identified by **SUMANTA KUMAR MISHRA** Son/Wife of **DAYANIDHI MISHRA** of **ADVOCATE, KHURDA**
KHURDA by profession **Others**

Name	Photo	Thumb Impression	Signature
SUMANTA KUMAR MISHRA		 707659	

Date: 02/08/2011

Endorsement of certificate of registration under section 80

Registered and true copy filed in : KHURDA

Book Number : 1 || Volume Number : 85

Document Number : 11141104209

For the year : 2011

Seal :

Date: 04/08/2011

Signature of Registering officer

Signature of Registering officer

This is a Computer Generated Certificate

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-20.08.2015

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 - I

I. LIST OF DOCUMENTS:-

Sl.No	Date of Documents	Name of the Documents	Whether Original/Certified True Copy / Xerox Copy
1.	31.03.2001	R.O.R Khata No- 1166	Copy from Website ✓
2.	02.08.2011	Regd Sale Deed No-11141104209	Original ✓
3.	30.05.2014	Mutation R.O.R Khata No- 1247/69	Original
4.	14.12.2011	Rent Receipt No- AY-2416472	Original
5.	24.03.2012	Receipt No- AAJ-3803604	Original
6.	03.06.2015	Rent Receipt No- AAJ-4903411	Original
7.	27.01.2012	E.C No-296	Original
8.	22.12.2011	E.C No-EC1142112110003	Original
9.	23.06.2015	E.C No-1142015001400	Original
10.	14.08.2015	E.C No-1142015001859	Original

II. DESCRIPTION OF PROPERTY SCRUTINISED:-

Dist- Khurda, Tahasil- Khurda, S.R.O- Khurda, P.S- Khurda, Mauza- Kaipadar, Status- Stiban, **Mutation Khata No- 1247/69, Chaka No- 968, Plot No- 3693, Area- A0.160 dec.**, (Bounded By – North- Govt, South- Plot No- 3694, East- Plot No- 3694, West – Plot No- 3692), **Plot No- 3770, Area- A0.390 dec.**, Kissam – Patita, (Bounded By – North- Plot No- 3769, South- Plot No- 3768 & 3771, East- Plot No- 3773, West – Plot No- 3769) corresponding to **Khata No- 1166**.

III. GENESIS AND FLOW OF TITLE:

On careful perusal of the documents it appears that the above Scheduled Property was recorded in the name of Subala Parida, Jugala Parida, Udayanath Parida, all are sons of Late Natabara Parida, and Bandhu Parida, s/o late Raghaba Parida.

They were in exclusive possession over the Scheduled properties.

It further appears that Bhanumati Parida, w/o Late Udayanath Parida, Miti Dei, Satya Patra, Santoshini Swain, all are daughter of Late Udayanath Parida, are legal heirs of Udayanath Parida after his death,

It also further appears that Subala Parida, Jugala Parida, Bhanumati Parida, Miti Dei, Satya Patra, Santoshini Swain, and Bandhu Parida, 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-11141104209, dated 02.08.2011, 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, Khurda, to record the above said Scheduled Property in their name and to convert the Kissam- "Patita" to "Gharabari".

It further appears that the Tahasildar, Khurda, 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. But the conversion of the kissam of the plot has not been done though the premium paid towards conversion.

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 13 years as evident from the E.Cs 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 claim.

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 16th July 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 - Ac0.550 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 -20.08.2015

(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- Kaipadar, Status- Stiban, **Mutation Khata No- 1247/69, Chaka No- 968, Plot No- 3693**, Area- A0.160 dec., (Bounded By – North- Govt, South- Plot No- 3694, East- Plot No- 3694, West – Plot No- 3692), **Plot No- 3770**, Area- A0.390 dec., Kissam – Patita, (Bounded By – North- Plot No- 3769, South- Plot No- 3768 & 3771, East- Plot No- 3773, West – Plot No- 3769) corresponding to **Khata No- 1166**.

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-11141104209, dated 02.08.2011, 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- 20.08.2015


(ARUPA NANDA DAS)
Advocate.