


To,
The Manager,
CANARA BANK,
LCB, Bhubaneswar,
Odisha.

Date: 19.08.2022.

Owner/ Borrower:- Gupta Power Infrastructure Limited

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

SL NO.	PARTICULARS	REMARKS
1.	Nature of Title (Ownership/Leasehold/Occupancy/Govt. Grant /Allotment etc)	Ownership
2.	If Leased, Whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right. c) Duration of the lease/unexpired 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 right to the mortgage with or without conditions b) The mortgage is competent to create charge on such property	Not Applicable
4.	If occupancy right : a) Whether such right is heritable and transferrable b) Whether mortgage can be created	Yes Yes


Bibekananda Kar
Advocate

High Court at Calcutta

5.	a) Whether provision of Urban land Ceiling Act, applicable/ permission obtained c) Whether NOC under Income Tax Act is required/obtained d) Whether records with the Register of Assurance verified (If applicable)	Not Applicable Not Applicable. Yes.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	Not Applicable
7.	In case of Agriculture 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, Whether requisite procedure/permissions complied with/obtained.	Not Applicable.
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	N/A.
b)	Whether mutation has been effected and whether the mortgagee is in possession and enjoyment of his share.	No.
c)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	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 Companies, verify the Borrowing Power Resolution, authority to create mortgage/execution of documents, any prior charges with ROC, MOA/AOA,	Borrowing power resolution to be submitted by the borrower. No previous charges.


	provision for common seal etc.	
12.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created and the requisite resolution, by laws.	Not Applicable
13.	In case of POA holder, verify the genuineness of POA and the extent of powers. Whether the POA is properly as per the law of the place.	Not Applicable.
14.	If the property is a flat /apartment or residential/commercial complex verify	Residential Apartment.
A	Promoter's/Land Owner's title of the land/building	Not Applicable.
B	Whether the flats are developed by the Land Owner or constructed on joint development basis.	Not Applicable.
C	Development Agreement /Power Of Attorney	Not Applicable
D	Extent of authority of the developer/builder	Not Applicable.
E	Whether the construction is approved by the competent authority	Yes.
F	Independent title verification of the land and/ or building in question.	Yes.
G	Agreement for Sale (duty registered).	Not Applicable.
H	Whether it is a second/subsequent.	Not Applicable.
I	Payment of Proper Stamp Duty.	Doesn't arise.
J	Conveyance in favour of society/condominium concerned.	Not Applicable
K	Occupancy Certificate/allotment letter/letter of possession.	Not Applicable
L	Membership details in the Society etc.	Not Applicable
M	Share Certificate.	Not Applicable
N	No Objection letter from the society.	Not Applicable
O	Latest maintenance charges paid receipt of the society.	Not Applicable.

P	Whether proportionate share in land is transferred to the mortgagor.	Yes.
Q	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax Paid Receipt etc.	Common area Maintenance Bill available.
R	Other legal requirement under the local/municipal laws, regarding ownership of flats/apartments/building, regulations, development control regulations, co-operative societies' laws	Not Applicable
15.	In case of a joint family property and mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objections/joined in execution minor's share if any, right of female members etc	Not Applicable
16.	Genealogical Tree is to be drawn up wherever the title has been acquired by succession.	Doesn't arise
17.	Pending litigations /court attachments/ injunction/ stay/ orders/ acquisition by the Govt. / local authorities etc if any.	No. (Court report attached dated 17.08.2022).
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere	Nil

ANNEXURE III LEGAL SCRUTINY REPORT

A. DESCRIPTION OF THE DOCUMENTS SCRUTINISED:-

Sl No.	Dt of Document/s	Name of Document/s	Whether Original/ Certified/xerox
1	08.06.2022.	Registered Deed of Sale being No. 9554 of 2022.	Original.
2.	01.08.2022.	Common area Maintenance Bill.	Original.


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 Advocate
 High Court at Calcutta

B. Description of Property/ Properties.

Survey No.	Extent Areas (in Cottahs Chittacks sqft)	Location	Boundaries
Mouja - Hidco-II.	ALLTHAT the piece and parcel of bastu land 05 Acres be the same a little more or less lying and situate at Mouja- HIDCO-II, J. L. No. 2, under HIDCO Plot No. AA, in Action area- IID/BLK-6 of NewTown, Police Station- Rajarhat, under Bidhannagar, District- 24 Parganas North together with a Housing Project namely "Greenwood Elements", together with One Apartment No. 9C1, Aria-III measuring a super built up area about 2113 Square feet on the 9 th floor, together with the right to use of basement covered car parking space being numbered HB-103 in the building "Orange" and together with all right of easements and quasi easements services and facilities attached thereto and together with right of common easement of passage, sewerage, drains and	ALLTHAT the piece and parcel of bastu land 05 Acres be the same a little more or less lying and situate at Mouja- HIDCO-II, J. L. No. 2, under HIDCO Plot No. AA, in Action area- IID/BLK-6 of NewTown, Police Station- Rajarhat, under Bidhannagar, District- 24 Parganas North together with a Housing Project namely "Greenwood Elements", together with One Apartment No. 9C1, Aria-III measuring a super built up area about 2113 Square feet on the 9 th floor, together with the right to use of basement covered car parking space being numbered HB-103 in the building "Orange" and together with all right of easements and quasi easements services and facilities attached thereto and together with right of common	ON THE NORTH:- By 40.0 mtr wide Road; ON THE SOUTH:- By Peripherial Canal; ON THE EAST:- By Residential Blok; ON THE WEST:- By Plot No. AAIIID/BLK 7.

	proportionate share of and land all right of easements and quasi easements services and facilities attached thereto	easement of passage, sewerage, drains and proportionate share of and land all right of easements and quasi easements services and facilities attached thereto	
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C. Tracing of party's title at least for the last 13 years. From registered sale deed.

WHEREAS :

1. By Notification Nos. 387-H1/HG/NTP-2L-4/99 (Pt) dated 13th July 2004 published by the Government of West Bengal, Department of Housing transferred to West Bengal Housing Infrastructure Development corporation Limited (WBHIDCO), a Government company under the Housing Department approximately 182.85 acres of land in Mouza - Gopalpur, J.L.No.02, Police Station-Airport, District 24 Parganas North (Mother Land).
2. The Government of West Bengal decided to re-allot a portion of aforesaid Mother land measuring 5 acres to the Board for the purpose of Social Housing Schemes.
3. By letter no,1651/HIDCO/Admn-608(pt)/2004 dated 6th April 2006; WBHIDCO has given its no objection and has agreed to re-alienate the land in favour of the Government for necessary re-allotment to the Board.
4. By Notification Nos. 279-H1/HG/NTP-2L-9/99 (Pt) dated 31st May 2006 by the Government of West Bengal, Department of Housing, (P&D) Branch, under Section 29(1) of the West Bengal Housing Board Act, 1972, the Government of West Bengal transferred absolutely to the Board 4.96 acres of land and by another Notification Nos. 66--H1/HG/NTP/2L-9/99 (Pt) dated 2nd February 2007 by the Government of West Bengal, Department of Housing, (P&D) Branch, under



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Advocate

Section 29(1) of the West Bengal Housing Board Act, 1972, the Government of West Bengal transferred absolutely to the Board 0.04 acres of land which is admeasuring about 5 Acres of land in total in a township named "New Town Kolkata" comprised in Mouza - Gopalpur, J.L.No.02, Police Station-Airport, District 24 Parganas North (The Land).

5. Ownership of The Land: In the circumstances, the Land stood transferred to and vested in the Board absolutely and forever and possession of the Land was also received by the Board.
6. Indemnification by Board: Indemnification by the Board about the correctness of their title:
7. Agreement: The Board being desirous to develop the land (defined above), being 5 Acres by 02 (two) nos. of agreement dated 6th September, 2007 and 20th December 2010 respectively ("Said Agreements") appointed the company as a developer for construction of a housing complex in the said land comprised inter alia residential apartments for high income group (GREENWOOD ELEMENT - HIG named "ARIA"), middle income group (Greenwood Elements-MIG named "TERRA"), from lower income group (Greenwood Elements-LIG named "ACQUA") collectively known as "Greenwood Elements" and handed over possession of the land to the company. The development Agreement inter alia stipulated that:
 - a) The Company, at its own costs and expenses, would construct a housing complex at the land comprising of residential apartments for people from high income groups, middle income groups and lower income groups.
 - b) The Company would be entitled to enter into agreements with the prospective purchasers for sale and transfer of the apartments on such terms and conditions as deemed fit.
8. Power: In pursuance of the said agreement, the Board had granted a Power of Attorney to the company dated 6th September 2007 pursuant to which the company



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Advocate
High Court at Calcutta

had a plan (the 'Plan') prepared for the complex and obtained approval of lay out plan from West Bengal Housing Infrastructure Development Corporation (HIDCO) for construction of Greenwood Elements Complex.

9. Construction: The Company has since completed construction of the complex being Greenwood Elements consisting of (G+12 stories of four Towers, G+5 stories of 1 Tower and G+6 stories of 1 Tower] comprising flats for high income group (**GREENWOOD ELEMENT** - HIG named "ARIA"), 2(Two) Towers (G+8) comprising flats for middle income groups (Green wood Elements -MIG named "TERRA"), 1 (one) building [G+3] comprising flats for lower income group (Greenwood Elements - LIG named "ACQUA") collectively known as **"Greenwood Elements"**.
10. Sale of composite units: Pursuant Purchaser to an application made by the Purchaser for purchase of an apartment in the Greenwood Elements HIG-Complex, the Company by a letter of allotment, (the "Allotment"), agreed to provisionally allot to the purchaser the Apartment, subject to the Purchaser agreeing to the terms and conditions contained in the Allotment.
11. Sale of Land share by Board : The Board shall sell the undivided proportionate share in the said land attributable to the apartments to such prospective allottees who are selected by the company for allotment of the apartments (Intending Purchasers).
12. Completion of Construction : upon completion of the construction New Town Kolkata Development Authority granted completion certificate Dated 07-11-2013.
13. Satisfaction and Possession : Upon completion of construction and the Purchasers having complied with all the terms and conditions of the Allotment and making payment of the agreed price in the manner contained in the Allotment, the company had called upon the Purchasers to take possession of the Composite Unit and the Purchasers had taken possession thereof upon fully satisfying himself/



herself/ themselves about the title to the land , the plan and the construction of the apartment.

14. Completion of Sale : At the request of the Purchasers, the Owner and the company (collectively – the “Transferors”) are hereby completing the sale in respect of One Apartment No. 9C1, Aria-III measuring a super built up area about 2113 Square feet on the 9th floor, together with the right to use of basement covered car parking space being numbered HB-103 in the building “Orange” to Gupta Power Infrastructure Ltd, represented by it’s Director Sri Jitendra Mohan Gupta by virtue of a registered Deed of Conveyance being No. 6554 of 2022 and recorded in Book No. I, CD Volume No. 1523-2022, Pages 396067-396095.
15. In this way said Gupta Power Infrastructure Ltd thus became the absolute owner of the above mentioned apartment but not yet mutated it’s name with the concern authority.


D. Encumbrance Certificate for a period of 13 Years for all the items of properties above. After searching in D.R.O, Barasat, A.D.S.R- Rajarhat on 17.08.2022 and A.R.A-Calcutta on 10.08.2022 for last 13 years and as per the record available and verified by me, it has been found that the said property is free from all encumbrances.

E. Evidence of possession-finding on document and revenue records.

As the said current owner **Gupta Power Infrastructure Limited** not yet recorded it’s name with concern authority but it is well in the possession.

F Documents required for creating equitable mortgage: Original Deed of Sale being No.9554 of 2022 in favour of **Gupta Power Infrastructure Limited. Borrowing Power resolution of the Company.**

Note: I have personally visited the said property on 13.08.2022 and the said **Gupta Power Infrastructure Limited** owns the property as per local sources.


Bibekananda Kar
Advocate
High Court of Calcutta

Certificate of title should clearly disclose:

- a) Whether the party/ies has/have an absolute, clear and marketable title over the property /properties proposed to be mortgaged –Yes.
- b) Whether the party can execute valid simple Mortgage/equitable mortgage in favour of the Bank – Yes.
- c) Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims - No.

CERTIFICATE TO BE ISSUED BY THE ADVOCATE WHO SCRUTINISED THE DOCUMENTS

I have gone through the Original/Certified Copy of the title deed/s intended to be deposited relating to the aforesaid property and offered as security by way of simple mortgage/**equitable mortgage** and that the documents of title referred to the above are perfect evidence of Title and that if the said simple/equitable mortgage is created are deposited in the manner required by the Law, It will satisfy the requirements of creation of simple/equitable mortgage, Subject to above mentioned Loan and I further certify that:

- 1. I have made a search in the land/ revenue records as per the records available I do not find any adverse features, which would prevent title holder from creating a valid mortgage.N/A.
- 2. I have visited the DRO- Barasat, ADSR- Rajarhat and ARA-III, Kolkata and as per the records available and verified the records / details of the properties belonging to **Gupta Power Infrastructure Limited, represented by it's Director Sri Jitendra Mohan Gupta.**
- 3. There are no prior mortgages / charges whatsoever as could be seen from the encumbrances certificate for the period from 2008 to 2021 upto date pertaining to the immovable property / ies covered by the above said title deeds. Subject to above mentioned Loan
- 4. There are prior mortgage / charges to the extent of which are liable to the cleared or satisfied by complying with the following. : NO.
- 5. There are claims from minor/s and his / their interest in the property / ies is to the extent of (specify the share of minor/s with name. : No.



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Advocate
High Court of Calcutta

6. The undivided share of the minor/s is (whether there is a claim or not): No (Specify the share of minor/s)
7. The property / ies is / are subject to the payment of Rs. Liability: Nil.
(Specify the liability that is fastened or could be fastened on the property / ies).
8. Provisions of Urban Ceiling Act are not applicable / permission obtained. : Not applicable
9. Holding is in accordance with the provisions of the Reforms Act. - N/A.
10. The Equitable Mortgage at this stage, if created will be available to the bank for the liability of the probable borrower namely **Gupta Power Infrastructure Limited, represented by it's Director Sri Jitendra Mohan Gupta**

I, certify that **Gupta Power Infrastructure Limited, represented by it's Director Sri Jitendra Mohan Gupta** is the absolute owner of the said property and have got good, valid and marketable title over the said property. The owner herein purchased the above mentioned apartment on the month of June'2022 so it can not recorded it's name with concern authority, however the owner shall undertake to do the said mutation process as early as possible.

Place: Kolkata

Date: 19.08.2022.

Bibekananda Kar
Advocate
High Court at Calcutta

To
The Manager
Canara Bank
LCB, Bhubaneswar,
Odisha.

Date : 19.08.2022.

Dear Sir,

Sub : Verification of records of landed property at Additional Registrar of Assurance at Kolkata on 10.08.2022, Additional District Sub-Registrar at Rajarhat, on 17.8.2022, South 24 Parganas and District sub – Registry Office at Barasat on 17.08.2022, North 24 Parganas.

This is to confirm that I have visited the office of the Additional Registrar of Assurance, at Kolkata and checked records in their computer. I have also checked the records available in respect of the office of Additional District Sub-Registrar at Newtown, North 24 Parganas and District Sub-Registry Office at Barasat, North 24 Parganas and verified the details of the property standing in the name of **Gupta Power Infrastructure Limited, represented by it's Director Sri Jitendra Mohan Gupta.**

The property details are as under :

ALLTHAT the piece and parcel of bastu land 05 Acres be the same a little more or less lying and situate at Mouja- HIDCO-II, J. L. No. 2, under HIDCO Plot No. AA, in Action area- IID/BLK-6 of New Town, Police Station- Rajarhat, under Bidhannagar, District- 24 Parganas North together with a Housing Project namely "Greenwood Elements", together with One Apartment No. 9C1, Aria-III measuring a super built up area about 2113 Square feet on the 9th floor, together with the right to use of basement covered car parking space being numbered HB-103 in the building "Orange" and together with all right of easements and quasi easements services and facilities attached thereto and together with right of common easement of passage, sewerage, drains and proportionate share of and land all right of easements and quasi easements services and facilities attached thereto.



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Advocate
High Court at Calcutta

Boundaries:

ON THE NORTH:- By 40.0 mtr wide Road;

ON THE SOUTH:- By Peripheral Canal;

ON THE EAST:- By Residential Blok;

ON THE WEST:- By Plot No. AAID/BLK/7.

Further, I certify as under:

1. That I have verified the certified copy of the deed and applied for certified copy of the title deed i.e., 9554 of 2022 and confirm that the original deed available with the Bank is genuine.
2. That there are no prior charges over the said property and **Gupta Power Infrastructure Limited, represented by it's Director Sri Jitendra Mohan Gupta is the absolute owner of the said property as per the records available and verified by me in the Registrar/ Sub Registrar Office.**

OR

Dt. Of Document	Description of Documents	In Whose Favour	Amount mentioned in the document.
NIL	NIL	NIL	NIL

Place: Kolkata

Date: 19.08.2022.


Bibekananda Kar
Advocate
High Court at Calcutta

No. REGN BB 177833

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 62833
2. Date of application 10/12/22
3. Search for the year (s) 2008-22
4. Name of office to which the record to be searched or inspected relates 25m
5. Name of person or property to be searched T
6. Nature of document 1m
7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document) Gupta power
..... andhuri
8. From whom received B. Kar
9. Fees paid under Article —
F (1) (i)
F (2) (ii)
CF (2)
..... 202

Registrar of

Ref: Search Report
Present owners Gupta Power Infrastructure
- re ad director - Jitendra Kumar
Gupta - 10 Bhagat Ram Gupta at house
Hidco (ii) - D, Plot no - 06, PS - Rajahmundry
DIST - 29 - Pasipamudi (RV).
Plot Area - 2117 (974) + 135 (595) (C.G.)
Barasat! year - 2008 - Nil 2008 - 135 (595) (C.G.)

ADSR. Rajarhat! year - 2008 - Nil 2009 - Nil 2010 - Nil
2011 - Nil 2012 - Nil 2013 - Nil 2014 - Nil 2015 - Nil 2016 - Nil
2017 - Nil 2018 - Nil 2019 - Nil 2020 - Nil 2021 - Nil
2022 - Dead.
O Booky, Dead - 9551/2022 (SR, Rajarhat)

Seether! CHANDI CHARAN MAJHI
Advocate Clerk,
Alipore Judges Court
Kot-27, Licence No.-47/2001

Resi 17, Temple Lane
Kolkata - 700 031
Mob 09874674112
tanandakar2@gmail.com

Government of West Bengal
Office of the NORTH 24-PARGANAS (D.S.R. - I)
Receipt for fees deposited for Search
Form - 1556

Date of Application: 17-08-2022

Serial No of Application	1501017470/2022	Search No	1501017479/2022
Search for the Years	From 2008 To 2022	Record Available	From 13/07/2009 onwards
Property to be Searched	District: North 24-Parganas, PS: Rajarhat, Mouza: Hideo(II) - D, Plot No. RS- 00006		
From whom Received	B Kar		
Fees Paid under Articles	F1(i) 2 /-	F1(ii) 14 /-	

Search Result: No Record Found

(Mr Rajendra Prasad Upadhyay)

D.S.R. - I NORTH 24-PARGANAS
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS



Government of West Bengal
Office of the NORTH 24-PARGANAS (D.S.R. - I)
Receipt for fees deposited for Search
Form - 1556

Date of Application: 17-08-2022

Serial No of Application	1501017469/2022	Search No	1501017469/2022
Search for the Years	From 2008 To 2022	Record Available	From 13/07/2009 onwards
Property to be Searched	District: North 24-Parganas, PS: Rajarhat, Mouza: Hidco(ii) - D, Plot No: RS- 00006		
From whom Received	B Kar		
Fees Paid under Articles	F1(i) 2/-	F1(ii) 14/-	

Search Result: No Record Found

for


(Mr Rajendra Prasad Upadhyay)
D.S.R. - I NORTH 24-PARGANAS
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS



Handwritten notes:
FDS R. Rajarhat
2008-
2022-
+

West Bengal Form No. 370

HIGH COURT FORM NO. (M) 55 CIVIL/(H) 30 (Criminal)
APPLICATION FOR INFORMATION

Serial No. Date	Name of Information required	Date on which information is to be ready	Signature of Officer receiving the application	Remarks
6. Nov 2022	<p>Whether any Title Suit/Money Suit has been file against <u>Gupta Power Intrans- tructure Ltd.</u> in connection with residing at <u>Block- EN.</u> <u>Plot- no - 62,</u> If any so please kindly give details from 2011 to 2022 till date Relating to :- <u>Block- EN,</u> <u>Plot no. 62, P.S. East</u> <u>Siddhannagar.</u></p>	12/8/22		<p><u>Gupta Power Intrans- tructure Ltd.</u> 2011 to 2022 12/8/22</p>

Received from

Application No.