

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

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


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.

Handwritten signature and date:
27.8.2019

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 genuineness 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.
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.


 07.08.2019

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.
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.
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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.
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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.

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07.08.2019

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ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office at Ranapur.
 Dist.:- 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 Ranapur in the District of Nayagarh.)

Dear Madam,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil
 office at Ranapur in the District of Nayagarh on 30.07.2019 & 05.08.2019 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Nayagarh SRO/ Tahasil/ P.S.:- Ranapur, P.S No.:-222, Mouza:- Cuttack
Sahara, **Mutation Khata No.:- 142/30, Plot No.- 85, area A0.420 dec.** Kisam:- Homestead
 which corresponds to Hal Khata No.-113, Plot No.-85, area A0.420 and the same is bounded
 as follows:-

Boundary:

North:- Boundary Village Champagada, South:-Plot No.-100,
 East :- Plot No.-86 & 87, West:- Plot No.-83 & 84.

Further, I certify as under:

1. That, I have verified the registered sale deed bearing Document No.-11411400349
 dated 06.03.2014 from the Sub Registrar Office at Ranapur in the district of
 Nayagarh and found that the same has been duly executed and properly stamped.
2. 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 **A0.420**
dec. as per the Title Deeds and verified by me in the office of Register/ Sub
 register.
3. 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:- 07.08.2019.

Signature of the Advocate.

[Handwritten Signature]
 07.08.2019

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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.	08.06.1995.	Hal R-O-R bearing Khata No.-113 recorded exclusively in the name of Radhamohan Senapati.	Net copy.
2.	25.05.2011.	Registered sale deed bearing Document No.-11411100882 executed by Parsuram Senapati and others in favour of Binodini Projects Ltd.	Original.
3.		Mutation R-O-R bearing Khata No.-142/17 recorded exclusively in the name of Binodini Projects Ltd.	Original.
4.	05.10.2012.	Registered General Power of Attorney bearing Document No.-41141204850 executed by Binodini Projects Ltd. in favour of Sri Sibabrata Acharya.	Original.
5.	06.03.2014.	Registered sale deed bearing Document No.-11411400349 executed by Binodini Projects Ltd. in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
6.		Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power of Infrastructure Ltd.	Original.
7.	13.06.2018.	Mutation R-O-R bearing Khata No.-142/30 recorded in the name of M/s. Gupta Power of Infrastructure Ltd. with Kisam of land Homestead.	Certified copy.
8.	06.09.2018.	Rent receipt bearing No.-AAM 1027576.	Original.
9.	07.08.2019.	E.C. bearing No.1412019002125.	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.- 142/30, Plot No.- 85.	A0.420 dec.	Mouza:- Cuttack Sahara, P.S.- Ranaput, Dist:- Nayagarh.	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 20 YEARS.

I have perused the original copies of the 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 last more than 20 years which is given as follows.

Hal R-O-R bearing Khata No.-113 recorded in the name of Sri Radhamohan Senapati.

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Originally Consolidation (Hal) Khata No.-113 having Plot No.-85 measuring an are A0.420 dec. along with other plots were recorded exclusively in the name of Sri Radhamohan Senapati finally published on 08.06.1995. As the consolidation authority has the power to decide the title of the persons, hence Sri Radhamohan Senapati had acquired exclusive valid right, title, interest and possession over the land bearing Khata No.-113.

In the mean time the recorded owner Radhamohan Senapati has been died leaving behind four sons namely Sri Parsuram Senapati, Chaitanya Seapati. Pathani Senapati, Tulu Senapati and widow namely Harasa Senapati. The party has not supplied the legal heir certificate of deceased recorded owner Radhamohan Senapati. So I have already applied for certified copy of the Mutation order passed by the Tahasildar along with RI report. It will take some time to supply the same. I have personally verified the RI report and found that there is no other legal heir except Sri Parsuram Senapati, Chaitanya Seapati. Pathani Senapati, Tulu Senapati and Harasa Senapati. Further after proper verification and issuance of notice to the land owner, Mutation order has been passed. The present purchaser is the second purchaser and no objection has been raised from any quarter during the mutation cases. So in my considered opinion there are no other legal heirs except as mentioned above. Thus after the death of Radhamohan Senapati his only legal heirs namely Sri Parsuram Senapati, Chaitanya Seapati. Pathani Senapati, Tulu Senapati and Harasa Senapati had acquired valid, right, title, interest and possession over the land under Khata No.-113 by way of succession.

Registered sale deed bearing Document No.-11411100882 dated 25.05.2011.

In order to meet their legal necessity, all the legal heirs of Radhamohan Senapati namely Sri Parsuram Senapati, Chaitanya Seapati. Pathani Senapati, Tulu Senapati and Harasa Senapati had jointly sold the land measuring an area A0.420 dec. from Plot No.-85 appertaining to Hal Khata No.-113 to Binodini Projects Ltd. vide registered sale deed bearing Document No.- 11411100882 dated 25.05.2011 and delivered the possession to the firm. Thus Binodini Projects Ltd. had acquired valid right, title and interest over the land measuring an area A0.420 dec. of Plot No.-85 appertaining to Hal Khata No.-113 by virtue of aforesaid registered sale deed.

Handwritten signature and date 25.5.2011

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Mutation R-O-R bearing Khata No.-142/17 recorded exclusively in the name of Binodini Projects Ltd.

After purchase Binodini Projects had taken step to record its name in the revenue record of rights. The Tahasildar, Ranapur, after following due procedure of law had issued separate R-O-R bearing Khata No.-142/17 having Plot No.-85 with an area A0.420 dec. in favour of Binodini Projects Ltd. Thus Binodini Projects had acquired valid right, interest and possession over the land under Mutation Khata No.-142/17.

Registered General Power of Attorney bearing Document No.-41141204850 dated 05.10.2012.

In order to sale the land and for other consequential powers, Binodini Projects Ltd. had executed a registered general power of attorney bearing Document No.-41141204850 dated 05.10.2012 in favour of Sri Sibabrata Acharya. The party has submitted the original registered general power of attorney. I have also verified the same from the Sub-Registrar Office at Ranapur and found that the same has been duly executed.

Registered sale deed bearing Document No.-11411400349 dated 06.03.2014.

While the position is stood thus, in order to meet his legal necessity, Binodini Projects Ltd. through his attorney holder Sri Sibabrata Acharya has sold the land measuring an area A0.420 dec. of Plot No.-85 appertaining to Hal Khata No.-142/17 with kisam of land Bagayat-2 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing No.-11411400349 dated 06.03.2014 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 and interest over the land total measuring an area A0.420 dec. of the Plot No.-85 appertaining to Khata No.-142/17.

Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kisam of Land Bagayat-2.

After purchase M/s. Gupta Power Infrastructure Ltd. has taken step to mutate its name in the revenue record of rights to convert the land into homestead land. The

Handwritten signature/initials in blue ink, possibly reading 'Santosh Kumar Mohanty'.

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Tahasildar, Khurda after following due procedure of law has issued separate R-O-R bearing Khata No.- 142/30 having Plot No.-85 measuring an area A0.420 dec. along with other plots with Kism of Land Bagayat-2 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest and possession over the land total measuring an area A0.420 dec. of Plot No.-85 appertaining to Mutation Khata No.-142/30.

Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kism of Land Homestead.

After mutation, the intending borrower/ mortgagor had applied for conversion of Bagayat Land into homestead vide OLR 8(A) Case No.-16/18 and Tahasildar, Ranapur after following due procedure of law and accepting the Premium has allowed the conversion and has issued separate R-O-R bearing Khata No.-142/30 with kism of land homestead measuring an area A0.420 dec. of Plot No.-75 appertaining to Mutation Khata No.-142/30.

D. I have perused the E.C. for a period of 13 years commencing from 01.01.2007 to 06.08.2019 and from the said E.C. it is clear that the property is free from all sorts of encumbrances so far as the transaction/ alienation is concerned and the declared owner is **M/s. Gupta Power Infrastructure Ltd.** I want to clarify that I have already applied further E.C from the period 01.01.2000 to 31.12.2006. The same has not been supplied by the Sub-Registrar Office, Ranapur due to 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, rent receipt which clearly proves that the party is possession over the subject land.

F. That, intending borrower/ mortgagor **M/s. Gupta Power Infrastructure Ltd.** has submitted the original registered sale deed bearing Document No.-11411100882 dated 25.05.2011 executed by Sri Parsuram Senapati and others in favour of Binodini Projects Ltd., original Mutation R-O-R bearing Khata No.-142/17 in the name of Binodini Projects Ltd., original registered general power of attorney bearing

[Handwritten signature and date 04.08.2019]

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Document No.-41141204850 dated 05.10.2012 executed by Binodini Project Ltd. in favour of Sri Sibabrata Acharya, original registered sale deed bearing Document No.-11411400349 dated 06.03.2014 executed by Binodini Projects Ltd. in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-142/30 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Bagayat-2, Certified copy of the Mutation R-O-R bearing Khata No.-142/30 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Homestead. Original rent receipt original E.C. which can create valid and marketable equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed document bearing No.-11411400349 dated 06.03.2014 executed by Binodini Projects Ltd in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original Mutation R-O-R bearing Khata No.- 142/30 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Bagayat-2.
3. Certified copy of the Mutation R-O-R bearing Khata No.-142/30 recorded in the name of M/s, Gupta Power Infrastructure Ltd with kism of land Homestead.
4. Original E. C.
5. Original 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, the Managing Director of M/s. Gupta Power Infrastructure Ltd. has to submit an affidavit touching the following points.

1. That, he has not availed any loan or financial assistance from any other Bank/ financial institute prior to this keeping the subject property as mortgage.

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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.

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, the company 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 purpose of which it 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.

20.05.2019

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2. I have visited the Registrar/ Sub-registrar's Office at Ranapur on 30.07.2019 & 05.07.2019 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 20 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 land.
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 **M/s. Gupta Power Infrastructure Ltd.** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original document before the bank.

Place:- Cuttack.

Date: 07.08.2019.


Signature of the Advocate.

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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.

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14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
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k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
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p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
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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.


 27.8.2019

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 Ranapur.
 Dist.:- 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 Ranapur in the District of Nayagarh.)

Dear Madam,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil
 office at Ranapur in the District of Nayagarh on 30.07.2019 & 05.08.2019 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Nayagarh SRO/ Tahasil/ P.S.:- Ranapur, P.S No.:-222, Mouza:- Cuttack
 Sahara, Mutation Khata No.:- 142/30, Plot No.-21, area A0.150 dec., Plot No.-66, area
 A0.230 dec. and Plot No.-93 area A0.410 dec. Total area A0.790 dec., Kisam:-
 Homestead which corresponds to Hal Khata No.-23, Plot No.-21, area A0.150 dec., Plot No.-
 66, area A0.230 dec., and Plot No.-93 area A0.410 dec. and the same is bounded as
 follows:-

Boundary of Plot No.-21.

North:- Boundary Village Champagarh.
 East :- Plot No.-22.

South:- Plot No.-13 & 14,
 West :- Plot No.-20.

Bounary of Plot No.-66.

North:- Plot No.-67,
 East :- Plot No.-69,

South:- Plot No.-45,
 West :- Plot No.-65.

Bounary of Plot No.-93.

North:- Boundary Village Champagarh,
 East :- Plot No.-94,

South:- Plot No.-92,
 West :- Plot No.-90.

Further, I certify as under:

1. That, I have verified the registered sale deed bearing Document No.-11411400350
 dated 06.03.2014 from the Sub Registrar Office at Ranapur in the district of Nayagarh and
 found that the same has been duly executed and properly stamped.

2. 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 **A0.790 dec.** as per
 the Title Deeds and verified by me in the office of Register/ Sub register.

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

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3. 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:- 07.08.2019.

Signature of the Advocate.

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.	08.06.1995.	Hal R-O-R bearing Khata No.-23 recorded exclusively in the name of Sri Gadadhara Parida..	Original & net copy.
2.	03.08.2012.	Registered General Power of Attorney bearing Document No.-41081218871 executed by Sri Sarat Parida in favour of Sri Sibabrata Achariya.	Original.
3.	06.03.2014.	Registered sale deed bearing Document No.-11411400350 executed by Sri Sarat Parida in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
4.	19.01.2018.	Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power of Infrastructure Ltd.	Original.
5.	13.06.2018.	Mutation R-O-R bearing Khata No.-142/30 recorded in the name of M/s. Gupta Power of Infrastructure Ltd. with Kisam of land Homestead.	Certified copy.
6.	06.09.2018.	Rent receipt bearing No.-AAM 1027576.	Original.
7.	07.08.2019.	E.C. bearing No.-1412019002125.	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.- 142/30, Plot No.- 21, 66 and 93.	A0.790 dec.	Mouza:- Cuttack Sahara, P.S:- Ranaput, Dist:- Nayagarh.	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 20 YEARS.

I have perused the original copies of the 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 last more than 20 years which is given as follows.

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

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Hal R-O-R bearing Khata No.-23 recorded in the name of Sri Gadadhara Parida.

Originally Consolidation (Hal) Khata No.-23 having Plot No.- 21, area A0.150 dec., Plot No.-66, area A0.230 dec., and Plot No.-93 area A0.410 dec. along with other plots were recorded exclusively in the name of Sri Gadadhara Parida son of Paramananda Parida finally published on 08.06.1995. As the consolidation authority has the power to decide the title of the persons, hence Sri Gadadhara Parida had acquired exclusive valid right, title, interest and possession over the land bearing Khata No.-23.

In the mean time the recorded owner Gadadhara Parida has been died leaving behind his only son namely Sri Sarat Parida. The party has not supplied the legal heir certificate of deceased recorded owner Narasingha Patra. So I have already applied for certified copy of the Mutation order passed by the Tahasildar along with RI report. It will take some time to supply the same. I have personally verified the RI report and found that there is no other legal heir except Sri Sarat Parida. Further after proper verification and issuance of notice to the land owner, Mutation order has been passed. Thus after the death of Gadadhara Parida his only legal heir namely Sri Sarat Parida had acquired valid. right, title, interest and possession over the land under Khata No.-23 by way of succession.

Registered General Power of Attorney bearing Document No.-41081218871 dated 03.08.2012.

In order to sale the land and for other consequential powers, Sri Sarat Parida has executed a registered general power of attorney bearing Document No.-41081218871 dated 03.08.2012 in favour of Sri Sibabrata Acharya. The party has submitted the original registered general power of attorney. I have also verified the same from the Sub-Registrar Office at Ranapur and found that the same has been duly executed.

Registered sale deed bearing Document No.-11411400350 dated 06.03.2014.

While the position is stood thus, in order to meet his legal necessity, Sri Sarat Parida through his attorney holder Sri Sibabrata Acharya has sold the land

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measuring an area A0.150 dec. of Plot No.-21, measuring an area A0.230 dec. of Plot No.-66 and measuring an area A0.410 dec. of Plot No.-93 and total measuring an area A0.790 dec. appertaining to Hal Khata No.-23 with kisam of land Bagayat-2 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing No.-11411400350 dated 06.03.2014 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 and interest over the land total measuring an area A0.790 dec. of the above three plots appertaining to Khata No.-23.

Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kisam of Land Bagayat-2.

After purchase M/s. Gupta Power Infrastructure Ltd. has taken step to mutate its name in the revenue record of rights to convert the land into homestead land. The Tahasildar, Khurda after following due procedure of law has issued separate R-O-R bearing Khata No.- 142/30 having Plot No.-21, area A0.150 dec., Plot No.-66, area A0.230 dec. and Plot No.-93 area A0.410 dec. with Kisam of Land Bagayat-2 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest and possession over the land total measuring an area 770 appertaining to Mutation Khata No.-142/30.

Mutation R-O-R bearing Khata No.-142/30 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kisam of Land Homestead.

After mutation, the intending borrower/ mortgagor had applied for conversion of Bagayat Land into homestead vide OLR 8(A) Case No.-16/18 and Tahasildar, Ranapur after following due procedure of law and accepting the Premium has allowed the conversion and has issued separate R-O-R bearing Khata No.-142/30 with kisam of land homestead of all the three plots total measuring an area A0.790 dec.

D. I have perused the E.C. for a period of 13 years commencing from 01.01.2007 to 06.08.2019 and from the said E.C. it is clear that the property is free from all sorts of encumbrances so far as the transaction/ alienation is concerned and

07.08.2019

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the declared owner is **M/s. Gupta Power Infrastructure Ltd.** I want to clarify that I have already applied further E.C from the period 01.01.2000 to 31.12.2006. The same has not been supplied by the Sub-Registrar Office, Ranapur due to 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, rent receipt which clearly proves that the party is possession over the subject land.

F. That, intending borrower/ mortgagor **M/s. Gupta Power Infrastructure Ltd.** has submitted the original Hal R-O-R bearing Khata No.-23 exclusively recorded in the name of Gadadhara Parida, original registered general power of attorney bearing Document No.-41081218871 dated 03.08.2012 executed by Sri Sarat Parida in favour of Sri Sibabrata Acharya. original registered sale deed bearing Document No.-11411400350 dated 06.03.2014 executed by Sri Sarat Parida in favour of **M/s. Gupta Power Infrastructure Ltd.,** original Mutation R-O-R bearing Khata No.-142/30 recorded in the name of **M/s. Gupta Power Infrastructure Ltd** with kism of land Bagayat-2. Certified copy of the Mutation R-O-R bearing Khata No.-142/30 recorded in the name of **M/s. Gupta Power Infrastructure Ltd** with kism of land Homestead. Original rent receipt original E.C. which can create valid and marketable equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed document bearing No.-11411400350 dated 06.03.2014 executed by Sri Sarat Parida in favour of **M/s. Gupta Power Infrastructure Ltd.**
2. Original Mutation R-O-R bearing Khata No.- 142/30 recorded in the name of **M/s. Gupta Power Infrastructure Ltd** with kism of land Bagayat-2.
3. Certified copy of the Mutation R-O-R bearing Khata No.-142/30 recorded in the name of **M/s. Gupta Power Infrastructure Ltd** with kism of land Homestead.
4. Original E. C.
5. Original rent receipt.

[Handwritten signature and date 07.08.2019]

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

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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, the Managing Director of M/s. Gupta Power Infrastructure Ltd. has to submit an affidavit touching the following points.

1. That, he has not availed any loan or financial assistance from any other Bank/ financial institute prior to this keeping the subject property 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.
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, the company 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 purpose of which it is sanctioned and he will not utilize the same any other purpose.

Handwritten signature and date: 27.8.2019

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

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**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 Registrar/ Sub-registrar's Office at Ranapur on 30.07.2019 & 05.07.2019 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 20 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 land.
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 **M/s. Gupta Power Infrastructure Ltd.** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original document before the bank.

Place:- Cuttack.

Date: 07.08.2019.


 Signature of the Advocate.

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

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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.

Handwritten signature and date:
28.8.2019

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.
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.

27.8.2019

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 Ranapur,
 Dist.:- 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 Ranapur in the District of Nayagarh.)

Dear Madam,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil
 office at Ranapur in the District of Nayagarh on 30.07.2019 & 05.08.2019 and verified the
 details of the property to be mortgaged by the intending borrower. *SE*

The Property details are as under.

Dist.:- Nayagarh SRO/ Tahasil/ P.S.:- Ranapur, P.S No.:-222, Mouza:- Cuttack
 Sahara, Mutation Khata No.:- 142/31, Plot No.-33, area A0.160 dec., Plot No.-55, area
 A0.220 dec. and Plot No.-80, area A0.390 dec. Total area A0.770 dec., Kisam:-
 Homestead which corresponds to Hal Khata No.-50, Plot No.-33 area A0.160 dec., Plot No.-
 55, area A0.220 dec. and Plot No.-80, area A0.390 and the same is bounded as follows:-

Boundary of Plot No.-33.

North:- Plot No.-24.
 East :- Plot No.-32.

South:- Plot No.-35.
 West :- Plot No.-34.

Boundary of Plot No.-55.

North:- Plot No.-54,
 East :-Plot No.-56.

South:- Plot No.-47,
 West :- Plot No.-53.

Boundary of Plot No.-80.

North:- Boundary Village Champagarh,
 East :-Plot No.-82.

South:- Plot No.-81.
 West :- Plot No.-79.

Further, I certify as under:

1. That, I have verified the registered sale deed bearing Document No.-11411200512 dated 12.04.2012 from the Sub Registrar Office at Ranapur in the district of Nayagarh and found that the same has been duly executed and properly stamped.
2. 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 A0.770 dec. as per the Title Deeds and verified by me in the office of Register/ Sub register.
3. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: Nil.

30.08.2019

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

CUTTACK

Date:- 07.08.2019.

Signature of the Advocate.

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.	08.06.1995.	Hal R-O-R bearing Khata No.-50 recorded exclusively in the name of Sri Narasingha Patra.	Certified copy.
2.	09.01.2012.	Registered General Power of Attorney bearing Document No.-41081201163 executed by Sri Jaladhara Patra in favour of Sri Sukanta Kumar Nayak.	Original.
3.	12.04.2012.	Registered sale deed bearing Document No.-11411200512 executed by Sri Jaladahara Patra in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
4.	30.01.2018.	Mutation R-O-R bearing Khata No.-142/31 recorded exclusively in the name of M/s. Gupta Power of Infrastructure Ltd.	Original.
5.	18.06.2018.	Mutation R-O-R bearing Khata No.-142/31 recorded in the name of M/s. Gupta Power of Infrastructure Ltd. with Kisam of land Homestead.	Certified copy.
6.	06.09.2018.	Rent receipt bearing No.-AAM 1027575.	Original.
7.	07.08.2019.	E.C. bearing No.-1412019002124.	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.- 142/31, Plot No.- 55, 33 and 80.	A0.770 dec.	Mouza:- Cuttack Sahara, P.S.- Ranaput, Dist:- Nayagarh.	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 20 YEARS.

I have perused the original copies of the 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 last more than 20 years which is given as follows.

Hal R-O-R bearing Khata No.-50 recorded in the name of Sri Narasingha Patra.

Originally Consolidation (Hal) Khata No.-50 having Plot No.-33 measuring an area A0.160 dec., Plot No.-55 measuring an area A0.220 dec. and Plot No.-80 measuring an area A0.390 dec. along with other plots were recorded exclusively in the

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ADVOCATE, ORISSA HIGH COURT.

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name of Sri Narasingha Patra son of Giridhari Patra finally published on 08.06.21995. As the consolidation authority has the power to decide the title of the persons, hence Sri Narasingha Patra had acquired exclusive valid right, title, interest and possession over the land bearing Khata No.-50.

In the mean time the recorded owner Narasingha Patra has been died leaving behind his only son namely Sri Jaladhara Patra. The party has not supplied the legal heir certificate of deceased recorded owner Narasingha Patra. So I have already applied for certified copy of the Mutation order passed by the Tahasildar along with RI report. It will take some time to supply the same. I have personally verified the RI report and found that there is no other legal heir except Jaladahra Patra. Further after proper verification and issuance of notice to the land owner, Mutation order has been passed. Thus after the death of Narasingha Patra his only legal heir namely Sri Jaladhara Patra had acquired valid, right, title, interest and possession over the land under Khata No.-50 by way of succession.

Registered General Power of Attorney bearing Document No.-41081201163 dated 09.01.2012.

In order to sale the land and for other consequential powers, Sri Jaladhara Patra has executed a registered general power of attorney bearing Document No.-41081201163 dated 09.01.2012 in favour of Sri Sukanta Kumar Nayak. The party has submitted the original registered general power of attorney. I have also verified the same from the Sub-Registrar Office at Ranapur and found that the same has been duly executed.

Registered sale deed bearing Document No.-11411200512 dated 12.04.2012.

While the position is stood thus, in order to meet his legal necessity, Sri Jaladhara Patra through his attorney holder has sold the land measuring an area A0.160 dec. of Plot No.-33, measuring an area A0.220 dec. of Plot No.-55 and measuring an area A0.390 dec. of Plot No.-80 and total measuring an area A0.770 dec. appertaining to Hal Khata No.-50 with kisan of land Bagayat-2 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing No.-11411200512 dated 12.04.2012 and delivered the possession to the said company. Thus by virtue of the aforesaid registered sale deed, M/s. Gupta

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Power Infrastructure Ltd. has acquired valid right, title and interest over the land total measuring an area A0.770 dec. of the above three plots appertaining to Khata No.-50.

Mutation R-O-R bearing Khata No.-142/31 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kisam of Land Bagayat-2.

After purchase M/s. Gupta Power Infrastructure Ltd. has taken step to mutate its name in the revenue record of rights to convert the land into homestead land. The Tahasildar, Khurda after following due procedure of law has issued separate R-O-R bearing Khata No.- 142/31 having Plot No.-33 with an area A0.160 dec., Plot No.-55 with an area A0.220 dec, and Plot No.-80 measuring an area A0.390 dec. with Kisam of Land Bagayat-2 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest and possession over the land total measuring an area 770 appertaining to Mutation Khata No.-142/31.

Mutation R-O-R bearing Khata No.-142/31 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd. with Kisam of Land Homestead.

After mutation, the intending borrower/ mortgagor had applied for conversion of Bagayat Land into homestead vide OLR 8(A) Case No.-15/18 and Tahasildar, Ranapur after following due procedure of law and accepting the Premium has allowed the conversion and has issued separate R-O-R bearing Khata No.-142/31 with kisam of land homestead of all the three plots total measuring an area A0.770 dec.

D. I have perused the E.C. for a period of 13 years commencing from 01.01.2007 to 06.08.2019 and from the said E.C. it is clear that the property is free from all sorts of encumbrances so far as the transaction/ alienation is concerned and the declared owner is M/s. Gupta Power Infrastructure Ltd. I want to clarify that I have already applied further E.C from the period 01.01.2000 to 31.12.2006. The same has not been supplied by the Sub-Registrar Office, Ranapur due to 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.

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

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 MOBILE:-9853406680.

E. I have perused the registered sale deed, mutation R-O-R, rent receipt which clearly proves that the party is possession over the subject land.

F. That, intending borrower/ mortgagor **M/s. Gupta Power Infrastructure Ltd.** has submitted the Certified copy of the Hal R-O-R bearing Khata No.-50 exclusively recorded in the name of Narasingha Patra, original registered general power of attorney bearing Document No.- 41081201163 dated 09.01.2012 executed by Sri Jaladhara Patra in favour of Sri Sukanta Kumar Nayak, original registered sale deed bearing Document No.-11411200512 dated 12.04.2012 executed by Sri Jaladhara Patra in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-142/31 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Bagayat-2, Certified copy of the Mutation R-O-R bearing Khata No.-142/31 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Homestead, Original rent receipt original E.C. which can create valid and marketable equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed document bearing No.-11411200512 dated 12.04.2012 executed by Sri Jaladhara Patra in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original Mutation R-O-R bearing Khata No.- 142/31 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Bagayat-2.
3. Certified copy of the Mutation R-O-R bearing Khata No.-142/31 recorded in the name of M/s. Gupta Power Infrastructure Ltd with kism of land Homestead.
4. Original E. C.
5. Original 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.

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M.A. L.L.B.
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3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

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

1. That, he has not availed any loan or financial assistance from any other Bank/ financial institute prior to this keeping the subject property 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.
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, the company 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 purpose of which it 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

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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 Registrar/ Sub-registrar's Office at Ranapur on 30.07.2019 & 05.07.2019 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 20 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 land.
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 **M/s. Gupta Power Infrastructure Ltd.** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original document before the bank.

Place:- Cuttack.

Date: 07.08.2019.


 Signature of the Advocate.