

Sri Santosh Kumar Mohanty

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Odisha High Court, Cuttack

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Ref

Date...18.09.2016

(1)

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

Dear Sir,

As per your instruction I am submitting here with the Legal Scrutiny Report in respect of the property belonging to M/s. Gupta Power Infrastructure Ltd. at Makundaprasad, Khurda which is intended to be mortgaged for availing a loan.

Cuttack

Date:-18.09.2016.

Sat
18.09.2016

(Sri Santosh Kumar Mohanty)

Advocate.

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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.
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	Not Applicable.

Santosh Kumar Mohanty
18.09.2016

	the Law of the place.	
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.

Sat
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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 08.09.2016 & 15.09.2016 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:- 118, Mouza:-
 Makundaprasad, **Mutation Khata No:- 526/1836, Plot No.-2315/3115 area**
A0.144 dec. Kisam:- Homestead which is bounded as follows:-

North:- Borrower,
East :- Road,

South:- Plot No.-2317,
West :- Plot No.-2316.

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 **A0.144 dec.** as per the Title Deeds and verified by
 me in the office of Register/ 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:- 18.09.2016.

18.09.2016
 Signature of the Advocate.

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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.	27.02.1962.	R-O-R bearing Khata No.-171 recorded in the name of Juma Khan.	Xerox copy.
2.	03.04.1996.	Registered sale deed bearing Document No.-1109 executed by Khalil Khan and others in favour of Smt. Bishnupriya Panda.	Original.
3.	07.07.2000.	Mutation R-O-R bearing Khata No.-526/784 recorded in the name of 526/784.	Original.
4.	10.10.2008.	Registered sale deed bearing No.-2980 executed by Smt. Bishnupriya Panda in favour of Sri Biswajit Mohapatra and another.	Original.
5.	03.04.2012.	Registered sale deed bearing Document No.-11141201497 executed by Sri Biswajit Mohapatra and another in favour of Sri Rashmi Ranjan Mohapatra.	Original.
6.	24.08.2012.	Registered sale deed bearing No.-11081220649 executed by Sri Rashmi Ranjan Mohapatra in favour of Gupta Power Infrastructure Ltd.	Original.
7.	09.11.2015.	Mutation R-O-R bearing Khata No.-526/1836 recorded in the name of Gupta Power of Infrastructure Ltd.	Original.
8.	22.05.2016.	Rent receipt bearing No.-AAJ 9143917.	Original.
9.	30.06.2016.	E.C. bearing No.- 3149/2016	Original.
10.	08.06.2016.	E.C. bearing No.- 1142016006764.	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.- 526/1836, Plot No.-2315/3115.	A0.144 dec.	Mouza:- Makundaprasad, P.S/Dist.:- 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 40 years which is given as follows.

R-O-R bearing Khata No.-171 recorded in the name of Juma Khan.

Originally Khata No.-171 was recorded in the name of Juma Khan finally published on 27.02.1962. Hence Juma Khan had acquired valid

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right, title interest and possession over the land under Khata No.-171. Juma Khan died leaving behind his two sons namely Khalil Khan and Ramzan Khan. So after the death of Juma Khan, his two sons Khalil Khan and Ramzan Khan had jointly acquired valid right, title, interest and possession over the land under Khata No.-171 by way of succession. It is not possible to collect the death certificate and legal heir certificate of Juma Khan as he had died since more than 40 years. In the mean time so many transactions have been made and mutation case has been filed, but no objection has been raised from any quarter which proves that Khalil Khan and Ramzan Khan are the sons of Juma Khan and there is no other legal heirs of Late Juma Khan.

Further as per the recital made in the registered sale deed bearing No.-1109 dated 03.04.1996, Sk. Sultan had purchased measuring an area A0.054 dec. out of total area A0.675 dec. from Khalil Khan and Ramzan Khan vide registered sale deed bearing No.-2769 dated 17.08.1988. So Sk. Sultan had also acquired valid right, title, interest and possession over measuring an area A0.054 dec. out of A0.675 dec. Therefore Khalil Khan, Ramzan Khan and Sk. Sultan had jointly acquired valid, right, title interest and possession over the land under Sabik Khata No.-171, Plot No.-2315.

Registered Sale deed bearing Document No.-1109 dated 03.04.1996.

In order to meet their legal necessity Khalil Khan, Ramzan Khan and Sk. Sultan had jointly sold measuring an area A0.144 dec. out of total area A0.675 dec. from Plot No.-2315 of Khata No.-171 to one Smt. Bishnupriya Panda vide registered sale deed bearing No.-1109 dated 03.04.1996 and delivered the possession to her. Thus Smt. Bishnupriya Panda had acquired valid right, title, interest and possession over the land measuring an area A0.144 dec. of Plot No.-2315 of Khata No.-171.

Mutation R-O-R bearing Khata No.-526/780 recorded in the name of Smt. Bishnupriya Panda.

After purchase Smt. Bishnupriya Panda had taken step to mutate her name in the revenue record of rights. The Tahasildar, Khurda, after

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following due procedure of law has issued separate R-O-R bearing Khata No.-526/780 having Plot No.- 2315/3115 with kisam of land with Old Patita. Thus Smt. Bishnupriya Panda had acquired valid right, title, interest and possession over the land under Khata No.-526/780 with Plot No.-2315/3115 measuring an area A0.144 dec.

Registered sale deed bearing Document No.-2980 dated 10.10.2008.

While the position is stood thus Smt. Bishnupriya Panda, in order to meet her legal necessity, has sold the land measuring an area A0.144 dec. from Plot No.-2315/3115 of Khata No.-526/784 to Sri Biswajit Mohapatra and Sri Pratap Kumar Barala by virtue of registered sale deed bearing Document No.-2980 dated 10.10.2008 and delivered the possession to them. Thus Sri Biswajit Mohapatra and Sri Pratap Kumar Barala has acquired valid, right, title, interest and possession over the Khata No.-526/784 having Plot No.-2315/3115 measuring an area A0.144 dec.

After purchase both the purchasers had taken step to mutate their names in the revenue record of rights. The Tahasildar, Khurda after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1687 in their names. Thus Sri Biswajit Mohapatra and Sri Pratap Kumar Barala had acquired valid right, title, interest and possession over the land measuring an area A0.144 dec. of Mutation Khata No.-526/1687. As the recorded owners had already sold the entire land over Khata No.-526/1687, hence their names have been deleted from the said R-O-R.

Registered sale deed bearing Document No.-11141201497 dated 03.04.2012.

In order to meet their legal necessity, Sri Biswajit Mohapatra and Sri Pratap Kumar In Barala have jointly sold the land measuring an area A0.144 dec. from Plot No.-2315/3115 of Khata No.-526/1687 to Sri Rashmi Ranjan Mohapatra by virtue of registered sale deed bearing Document No.-11141201497 dated 03.04.2012 and delivered the possession to him. Thus Sri Rashmi Ranjan Mohapatra had acquired valid, right, title, interest and

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possession over the Khata No.-526/1687 having Plot No.-2315/3115 measuring an area A0.144 dec

Registered sale deed No.11081220649 dated 24.08.2012.

In order to meet his legal necessity, Sri Rashmi Ranjan Mohapatra had sold the land measuring an area A0.144 dec. from Plot No.-2315/3115 of Khata No.-526/1687 to Gupta Power Infrastructure Ltd. by virtue of registered sale deed bearing Document No.-11081220649 dated 24.08.2012 and delivered the possession to the company. Thus Gupta Power Infrastructure Ltd. had acquired valid, right, title, interest and possession over the Khata No.-526/1687 having Plot No.-2315/3115 measuring an area A0.144 dec.

Mutation R-O-R bearing Khata No.-526/1836 recorded exclusively in the name of M/s. Gupta Power Infrastructure Pvt. Ltd.

After purchase M/s. Gupta Power Infrastructure Pvt. Ltd. has taken step to mutate its name in the revenue record of rights. Accordingly, the Tahasildar, Khurda, after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1836 in the name of M/s. Gupta Power Infrastructure Pvt. Thus M/s. Gupta Power Infrastructure Pvt. Has acquired valid and marketable title over the land measuring an area A0.144 dec. of Plot No.-2315/3115.

18.09.2016
D. I have perused the E.C. for a period of 16 years commencing from 01.01.2000 to 20.05.2016 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.**

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

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F. That, intending borrower M/s. Gupta Power Infrastructure Ltd. has submitted the original registered sale deed bearing Document No.- 11081220649 dated 24.08.2012 executed by Sri Rashmi Ranjan Mohapatra in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-526/1836 recorded in the name of M/s. Gupta Power Infrastructure Ltd., original up to date rent receipt, original E.C for 16 years which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.- 11081220649 dated 24.08.2012 executed by Sri Rashmi Ranjan Mohapatra in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1836 recorded in the name of M/s. Gupta Power Infrastructure Ltd.
3. Original up to date E.C.
4. 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 Mahendra Kumar 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.

18.09.2016
[Signature]

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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, 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.

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2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 08.09.2016 & 16.09.2016 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 16 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.

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.

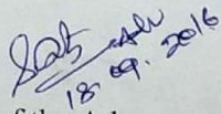
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.

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 Mahendra Kumar Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 18.09.2016.


18.09.2016
Signature of the Advocate.