SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A. L.L.B.

PH.:- 9861132541
9439767583

ADVOCATE, ORISSA HIGH COURT.

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.	Not Applicable.
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.	Homestead land.
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 geniuses 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.

Tangi dtd 9.38

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ADVOCATE, M.A L.L.B.

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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office.
At:- Jagatpur. Dist:- Cuttack.

To,

The Chief Manager, CANARA Bank,

Buxi Bazar Branch. Dist:- Cuttack.

(**Sub:-** Verification of records of landed property at Registrar/ Sub-Registrar's office:- Jagatpur, Tahasil Office at Tangi-Choudwar and Dist.- Cuttack.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office- Jagatpur, Tahasil office at Tangi Choudwar on dated 09/06/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, P.S:- Tangi, P.S. No.:-111, Mouza:- Attanga, Consolidation Khata No.:- 175, Plot No-315, area Ac0.38dec., Kisam- Gharabari, which is bounded as follows:

Boundaries:-

North:- Nabaghana Swain. **South**:- Karunakara Nayak.

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner M/s Gupta Cables Pvt. Ltd represented through **Sri Abhisek Gupta**. owner of the said property measuring an area **A0.38 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:- 20/06/2016

Dharana
Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1	23/03/1988	Regd. Sale Deed bearing No.-486 dated 23/03/1988 executed by Bibarchana Nayak in favour of Amit Kumar Jain	Original.
2.		Consolidation R-O-R bearing Khata No.175, Plot No.- 315 area Ac0.380dec of Mouza : Attanga, which stands exclusively recorded in the names of Amit Kumar Jain.	Original.
3.	13/02/2006	Regd. Sale Deed bearing No.-273 dated 13/02/2006 executed by Amit Kumar Jain in favour of Abhisek Gupta	Original.
4		Mutation R-O-R bearing Khata No.175, Plot No.- 315 area Ac0.380dec of Mouza : Attanga, which stands exclusively recorded in the names of Abhisek Gupta	Original.
5.	04/01/2006	Rent receipt bearing No.-S501297	Original.
6.	18/06/2009	E.C. bearing No.-718 from 01/04/2007 to 25/06/2009	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Consolidation R-O-R bearing Khata No.:- 175, Plot No.-315	Ac0.380 dec	Mouza:- Attanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 13 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENCES, WHICH NECESSITATE FURTHER TRACING OF PARTY'S TITLE, IT SHALL ALSO BE DONE.

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of M/s Gupta Cables Pvt. Ltd. for the last 13 years which is given as follows.

Originally the property was recorded exclusively in the name of Bibarchana Nayak, S/o- Janardhan Nayak, vide Consolidation Khata No.-175,

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Plot No.-315, area Ac0.380 dec. Kissam :- Gharabari, of Mouza:- Attanga, P.S-Tangi, P.SNo.- 111,Dist.-Cuttack, finally published on 20.07.1981.

In order to meet their legal necessity, Bibarchan Nayak, S/o- Janardhan Nayak has executed a Regd. Sale Deed bearing No.486 dated 23/03/1988 in favour of Amit Kumar Jain, S/o- Paban Kumar Jain. After purchase the land Amit Kumar Jain mutated the same in his favour vide mutation case No.- 1052/1989 and also converted the same as "Gharabari Land vide OLR Case No.- 512/2004.

After purchase Sri Amit Kumar Jain in order to meet his legal necessity has sold the land under Plot No.- 315 measuring an area Ac0.380dec Vide Regd. Sale Deed bearing No.273 dated 13/02/2006 in favour of Abhisek Gupta and delivered the possession to him.

D. The party has supplied the E.C for a period of 3 years commencing from 01/04/2007 to 26/05/2009. From the said E.C. It is clear that there are no encumbrances of the said property and the present declared owner is **Sri Abhisek Gupta**. I have personally verified from the Sub-Registrar Office, Khurda from 01/01/2007 to till date, that there is no encumbrance over the subject property and present declared owner Sri Abhisekh Gupta. **The Bank is advised to collect Up-to-date EC commencing from 13/02/2006 to till date from the party**.

E. I have perused the original registered sale deed which clearly proves that Sri Abhisek Gupta is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party**.

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F. That, the intending borrower/ mortgagor Sri Abhisekh Gupta has submitted Regd. Sale Deed bearing No.-486 dated 23/03/1988 executed by Sri Bibarchan Nayak, S/o- Late Janardan Nayak in favour of Amit Kumar Jain, S/o- Paban Kumar Jain and Regd. sale deed bearing No.-273 dated 13/02/2006 executed by Amit Kumar Jain, S/o- Paban Kuma Jain in favour Abhisek Gupta. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original copy of Regd. Sale Deed bearing No.-486 dated 23/03/1988.
2. Original copy of Regd. Sale Deed bearing No.-273 dated 13/02/2006 in favour of Abhisek Gupta.
3. Original Mutation R-O-R of Amit Kumar Jain.
4. Original Mutation R-O-R of Abhisek Gupta.
5. Original up-to-date E.C .
6. 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 Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.

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2. That, the 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 property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.
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, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.
10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

I have gone through the original and Xerox copies of the title documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the documents of title referred to above can create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the

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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 Khurda on 04/06/2016 and Tahasil Office at Khurda verified the records/ details of the property belonging to M/S Gupta Cables Pvt. Ltd..
3. That I have perused the E.C for 3 years.
4. There are no encumbrances to the subject land of Sri Abhisekh Gupta But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.
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 Sri Abhisek Gupta.

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 20/06/2016

Signature of the Advocate.

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ADVOCATE, M.A L.L.B.

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ADVOCATE, ORISSA HIGH COURT.

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.	Not Applicable.
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.	Homestead land.
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	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 geniuses 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.

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office, At:- Jagatpur, Dist:- Cuttack.

To,

The Chief Manager, CANARA Bank,

Buxi Bazar Branch, Dist:- Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's office:- Jagatpur, Tahasil Office at Tangi-Choudwar and Dist.- Cuttack.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office- **Jagatpur,** Tahasil office at Tangi Choudwar on dated 25/06/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar,Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.:- 166, Plot No-309, area Ac0.400dec., Kisam- Gharabari, which is bounded as follows:

Boundaries:-

North:- Pravakar Swain, South:-Ramachandra Nayak & others,

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner Sri Abhisek Gupta, owner of the said property measuring an area A0.400 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:- 30/06/2016

Signature of the Advocate.

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ADVOCATE, M.A.LL.B
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ADVOCATE, ORISSA HIGH COURT.

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.		Consolidation R-O-R bearing Khata No.166, Plot No.- 309 area Ac0.400dec of Mouza : Athanga, which stands exclusively recorded in the names of Manish Kumar Jain,	Original.
2	23/03/1988	Regd. Sale Deed bearing No.-487 dated 23/03/1988executed by Baban Charan Pradhan in favour of Manish Kumar Jain	Original.
3.	23/09/1999	Regd. Sale Deed bearing No.-1264 dated 23/09/1999 executed by Manish Kumar Jain in favour of Naresh Kumar Jain	Original.
4	13/02/2006	Regd. Sale Deed bearing No.-272 dated 13/02/2006 executed by Naresh Kumar Jain in favour of Abhisek Gupta	
5		Mutation R-O-R bearing Khata No.166, Plot No.- 309 area Ac0.400dec of Mouza : Athanga, which stands exclusively recorded in the names of Abhisek Gupta	Original.
6	04/11/2007	Rent receipt bearing No.-S501293	Original.
7.	11/09/2007	Rent receipt bearing No.-AB657008	Original.
8.	18/06/2009	E.C. bearing No.-718 from 01/04/2007 to 25/06/2009	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Consolidation R-O-R bearing Khata No.:-166, Plot No.-309	Ac0.400 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 30 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENCES, WHICH NECESSITATE FURTHER TRACING OF PARTY'S TITLE, IT SHALL ALSO BE DONE.

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor Sri Abhishek Gupta for the last 30 years which is given as follows.

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Originally the property was recorded in the names of Sri Baban Charan Pradhan, vide Consolidation Khata No.-166, Plot No.-309, area Ac0.400 dec. Kissam :- Gharabari, of Mouza:- Attanga, P.S- Tangi, P.S. No.- 45,Tahasil- Tangi – Choudwar, No.- 111, Dist.-Cuttack finally published on 20/07/1981. As the consolidation authority has the power to decide the title hence Srui Baban Charan Pradhan has acquired valid right, title and interest over the property under the Khata No.- 166.

In order to meet his legal necessity, Baban Charan Pradhan, has executed a Regd. Sale Deed bearing No.487 dated 23/03/1988 measuring an area A0.400dec in favour of Manish Kumar Jain, S/o- Sampadlal Jain. Thus Sri Manish Kumar Jain has acquired valid right title interest and possession over the subject Plot by virtue of above Regd. Sale Deed.

While the position is stood thus, the Sri Manish Kumar Jain again had sold the land to one Sri Naresh Kumar Jain vide Regd. Sale Deed bearing No.1264 dated 23/09/1997. After purchase Sri Naresh Kumar Jain had taken steps to mutate his name in the revenue record of right by filing Mutation Case No.- 1053/1989 and also converted the same to Homestead land vide OLR Case No.- 507/2004. Accordingly the Tahasildar Tangi Choudwar had issued a separate ROR bearing Khata No.- 166 only by deleting the anme of original owner. Thus Sri Naresh Kumar Jain had acquired valid right title and interest over the subject property.

Again Sri Naresh Kumar Jain has executed one Regd. Sale Deed bearing No.- 272 dated 13/02/2006 in favour Abhisek Gupta and delivered the possession to him. Ater purchase Sri Abhisekh Gupta has taken steps to record his name in the revenue record of rights. Accordingly the Tahasidar Tangi Choudwar has issued the separate ROR bearing Khata No.- 166 only deleting the name of previous owner from the said ROR. Thus Sri Abhisekh Gupta has acquired valid and marketable title over the khata No.-166, Plot No.-309 measuring an area A0.400dec with Kissam-Gharabari.

Adv

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ADVOCATE, M.A L.L.B.

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D. The party has supplied the E.C for a period of 13 years till 2007. From the said E.C. It is clear that there are no encumbrances of the said property and the present declared owner is Sri Abhishek Gupta. I have personally verified from the Sub-Registrar Office, Tangi Choudwar from 01/01/2007 to till date and found that there is no encumbrance over the subject property and present declared owner is Sri Abhishek Gupta. The Bank is advised to collect Up-to-date EC commencing from 01/01/2007 to till date from the party.

E. I have perused the original registered sale deed, Mutation ROR, rent receipts which clearly proves that Sri Abhishek Gupta is in possession of the subject property. The party has not produced the Original Up-to-date rent receipts. Therefore the bank is advised to collect up-to-date rent receipt from the party.

F. That, the intending borrower/ mortgagor Sri Abhishek Gupta has submitted Regd. Sale Deed bearing No.-487 dated 23/03/1988 executed by Sri Baban Charan Pradhan in favour of Manish Kumar Jain, and Regd. sale deed bearing No.-1264 dated 23/09/1996 executed by Manish Kumar Jain, S/o- Sampadlal Jain in favour Naresh Kumar Jain and Regd. Sale Deed bearing No.- 272 dated 13/02/2006 in favour of Abhisek Gupta, Mutatuion ROR in the name of Sri Abhishek Gupta, rent receipts and EC which can create valid equitable mortgage. The bank is advised to keep the following original documents for creation of equitable mortgage.

1. Original copy of Regd. Sale Deed bearing No.- 272 dated 13/02/2006 in favour of Abhisek Gupta.
2. Original Mutation R-O-R recorded in the name of Sri Abhisek Gupta.
3. Original up-to-date E.C.
4. Original up to date rent receipt.

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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 Abhisek Gupta has to submit an affidavit touching the following points:

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the 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 property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.
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, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.

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9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.

10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

I have gone through the original and Xerox copies of the title documents relating to the property intended to be mortgaged and offered as

security by way of simple/ equitable mortgage and that the documents of title referred to above can 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 Tangi Choudwar on 25/06/2016 and Tahasil Office at Tangi Choudwar verified the records/ details of the property belonging to Sri Abhishek Gupta.

3. That I have perused the E.C for 13 years.

4. There are no encumbrances to the subject land of Sri Abhishek Gupta. But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.

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.

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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 Sri Abhishek Gupta.

I certify that Sri Abhisek Gupta can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.

Date: 30/06/2016

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.	Not Applicable.
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.	Homestead land.
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 geniuses 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.

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ANNEXURE-III
CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office, At:- Jagatpur, Dist:- Cuttack.

To,

The Chief Manager, CANARA Bank,

Buxi Bazar Branch, Dist:- Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's office:- Jagatpur, Tahasil Office at Tangi-Choudwar and Dist.- Cuttack.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office- Jagatpur, Tahasil office at Tangi Choudwar on dated 30/06/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Lot No.-1

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.:- 253/18, Plot No-318, area Ac0.130dec., Kissam : Gharbari, which is bounded as follows:

Boundaries:-

North:- Malati Behera, South:-Kailash Chandra Nayak,

Lot No.-2

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/19, Plot No.- 314 area Ac0.220dec, Kissam : Gharbari,which is bounded as follows:

Boundaries:-

North:- Bibarchan Nayak & others, South:-Narayan Nayak,

Lot No.-3

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/20,Plot No.- 316, area Ac0.260dec, Kissam : Gharbari, which bounded by North : Hemanta Kumar Mohanty, South : Bibarchana Nayak,

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Lot No.-4

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/21, Plot No.- 317 area Ac0.450dec, Kissam : Gharbari, which is bounded as follows:

Boundaries:-

North:- Hemanta Kumar Mohanty, South:-Kanakalata Nayak & others,

Lot No.-5

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/42,Plot No.- 313, area Ac0.290dec, Kissam : Gharbari, which bounded by

North : Karunakar Nayak, South : Krushna Chandra Nayak & others,

Lot No.-6

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/46,Plot No.- 310/423, area Ac0.120dec, Kissam : Gharbari, which bounded by East : Road, West :- Bibarchan Nayak,

North :- Baban Pradhan South:- Rama Chandra Nayak

Lot No.-7

Dist.:- Cuttack, Tahasil:- Tangi- Choudwar, Tahasil No.- 111, P.S:- Tangi, P.S. No.:-45, Mouza:- Athanga, Consolidation Khata No.- 253/47,Plot No.- 319, area Ac0.740dec, Kissam : Gharbari, which bounded by:-

North : Kailash Chandra Nayak, South :- Krushna Chandra Nayak,

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner Sri Abhisek Gupta, owner of the said property measuring an area Ac2.210 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:- 18/07/2016

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	22/03/1995	Regd. Sale Deed bearing No.-332 dated 22/03/1995 executed by Kailash Chandra Nayak, S/o- Late Nurshingha Nayak, & others in favour of Nihar Ranjan Rath	Original.
2		Mutation R-O-R bearing Khata No.253/18, Plot No.- 318, total area Ac0.130 dec of Mouza : Attanga, which stands exclusively recorded in the names of Nihar Ranjan Rath	Original.
3	22/03/1995	Regd. Sale Deed bearing No.-334 dated 22/03/1995executed by Karunakar Nayak, S/o- Sadananda Nayak in favour of Nihar Ranjan Rath	Original.
4		Mutation R-O-R bearing Khata No.253/19, Plot No.- 314 area Ac0.220 dec of Mouza : Attanga, which stands exclusively recorded in the names of Nihar Ranjan Rath	Original.
5	22/03/1995	Regd. Sale Deed bearing No.-335 dated 22/03/1995 executed by Nabaghana Swain in favour of Nihar Ranjan Rath	Original.
6		Mutation ROR bearing Khata No.- 253/20, Plot No.- 316 area Ac0.260dec of Mouza Attanga, stands recorded in the name of Nihar Ranjan Rath.	Original.
7	22/03/1995	Regd. Sale Deed bearing No.-333 dated 22/03/1995executed by Malati Behera, W/o- Rajkishore Behera in favour of Nihar Ranjan Rath	Original.
8		Mutation R-O-R bearing Khata No.253/21, Plot No.- 317 area Ac0.450 dec of Mouza : Attanga, which stands exclusively recorded in the names of Nihar Ranjan Rath	Original.
9	24/01/1998	Regd. Sale Deed bearing No.-89 dated 24/01/1998 executed by Narayan Nayak, S/o- Late Sadananda Nayak in favour of Nihar Ranjan Rath	Original.
10		Mutation R-O-R bearing Khata No.253/42, Plot No.- 313 area Ac0.290 dec of Mouza : Athanga, which stands exclusively recorded in the names of Nihar Ranjan Rath	Original.

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11	07/10/1996	Regd. Sale Deed bearing No.-1259 dated 07/10/1996 executed by Shyamsundar Nayak, S/o- Rajkishore Nayak, in favour of Nihar Ranjan Rath	Original.
12		Mutation R-O-R bearing Khata No.253/46, Plot No.- 310, area Ac0.120 dec of Mouza : Attanga, which stands exclusively recorded in the names of Nihar Ranjan Rath	253/43 Original.
13	14/02/2006	Regd. Sale Deed bearing No.-274 dated 14/02/2006 executed by Nihar Ranjan Rath, in favour of Abhisek Gupta	Original.
14		Mutation ROR bearing Khata No.- 253/18, Plot No.- 318 area Ac0.130dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
15		Rent receipt bearing No.- S501315	Original.
16	06/11/2006	Rent receipt bearing No.- AB657012	Original.
17		Mutation ROR bearing Khata No.- 253/19, Plot No.- 314 area Ac0.220dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
18	04/11/2006	Rent receipt bearing No.-S501298	Original.
19	11/09/2007	Rent receipt bearing No.-AB657011	Original.
20		Mutation ROR bearing Khata No.- 253/20, Plot No.- 316 area Ac0.260dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
21	04/06/2006	Rent receipt bearing No.-S501296	Original.
22	11/09/2007	Rent receipt bearing No.-AB657009	Original.
23		Mutation ROR bearing Khata No.- 253/21, Plot No.- 317 area Ac0.450dec of Mouza Athanga, stands recorded in the name of Abhisek Gupta.	Original.
24	04/11/2006	Rent receipt bearing No.-S501295	Original.
25	11/09/2007	Rent receipt bearing No.-AB657003	Original.
26		Mutation ROR bearing Khata No.- 253/42, Plot No.- 313 area Ac0.290dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
27	04/11/2006	Rent receipt bearing No.-S501299	Original.
28	11/09/2007	Rent receipt bearing No.-AB657004	Original.

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29		Mutation ROR bearing Khata No.- 253/46, Plot No.- 310/423 area Ac0.120dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
30	04/11/2006	Rent receipt bearing No.-S501300	Original.
31	11/09/2007	Rent receipt bearing No.-AB657005	Original.
32		Mutation ROR bearing Khata No.- 253/47, Plot No.- 319 area Ac0.740dec of Mouza Attanga, stands recorded in the name of Abhisek Gupta.	Original.
33	04/11/2006	Rent receipt bearing No.-S501294	Original.
34	11/09/2007	Rent receipt bearing No.-AB657007	Original.
35	11/09/2007	Rent receipt bearing No.-AB657006	Original.
36	26/12/2006	E.C. bearing No.-1384 from 01/01/1977 to 21/12/2006	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
1	Consolidation R-O-R bearing Khata No.:- 253/18,Plot No.-318	Ac0.870 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
2	Consolidation R-O-R bearing Khata No.:- 253/19,Plot No.-314,	Ac0.220 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
3	Consolidation R-O-R bearing Khata No.:- 253/20,Plot No.-316,	Ac0.260 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
4	Consolidation R-O-R bearing Khata No.:- 253/21,Plot No.-317,	Ac0.450 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
5	Consolidation R-O-R bearing Khata No.:- 253/42,Plot No.-313,	Ac0.290 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
06	Consolidation R-O-R bearing Khata No.:- 253/46,Plot No.-310/423,	Ac0.120 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III
07	Consolidation R-O-R bearing Khata No.:- 253/47,Plot No.-319,	Ac0.120 dec	Mouza:- Athanga, P.S.:- Tangi, Dist.:- Cuttack	As mentioned in Annexure-III

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C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 32 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENCES, WHICH NECESSITATE FURTHER TRACING OF PARTY'S TITLE, IT SHALL ALSO BE DONE.

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisek Gupta for the last 32 years which is given as follows.

Lot No.-1

Originally the property was recorded in the name of Shyamsundar Nayak, S/o- Rajkishore Nayak, vide Consolidation Khata No.- 53, Plot No.-318, measuring an area A0.130 dec. As the consolidation authority has the power to decide the title hence Sri Shyamsundar Nayak had acquired valid right, title, interest over the consolidation Khata no.- 53.

In order to meet his legal necessity Sri Shyamsundar Nayak has executed a Regd. Sale Deed bearing No.-1259 dated 07/10/1996 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/18. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/18 measuring an Area A0.130dec.

Lot No.-2

Originally the property was recorded in the name of Sri Karunakar Nayak, S/o- Sadananda Nayak, vide Consolidation Khata No.- 56, Plot No.- 314, measuring an area A0.220 dec. As the consolidation authority has the power to decide the title hence Sri Karunakar Nayak had acquired valid right, title, interest over the consolidation Khata no.- 56.

In order to meet his legal necessity Sri Karunakar Nayak has executed a Regd. Sale Deed bearing No.-334 dated 22/03/1995 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/19. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/19 measuring an Area A0.220dec.

Lot No.-3

Originally the property was recorded in the name of Sri Nabaghana Swain, S/o- Late Dhadi Swain, vide Consolidation Khata No.-128. Chaka No.- 239. Plot No.- 316, measuring an area A0.260 dec. As the consolidation authority has the power to decide the title hence Sri Nabaghana Swain had acquired valid right, title, interest over the consolidation Khata no.- 128.

In order to meet his legal necessity Sri Nabaghana Swain has executed a Regd. Sale Deed bearing No.-335 dated 22/03/1995 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/20. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/20 measuring an Area A0.260dec.

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Lot No.-4

Originally the property was recorded in the name of Rajkishore Behera, vide Consolidation Khata No.- 199, Chaka No.- 240, Plot No.- 317, measuring an area A0.450 dec. As the consolidation authority has the power to decide the title hence Rajkishore Behera had acquired valid right, title, interest over the consolidation Khata no.- 199. In the mean time the original recorded owner Sri Rajkishore Behera died leaving behind his widow namely Malati Behera. Thus after after death of Rajkishore Behera his wife Malati Behera has succeeded the land under Khata no.-199 and had acquired valid right, title, interest and possession over the said property. I want to clarify that the party has not supplied the legal heir certificate of deceased Rajkishore Behera. Therefore, I have verify the records of mutation proceeding wherein the deputed Amin had enquired into the matter and submitted a report that Rajkishore Behera died leaving behind his widow Malati Behera is the only legal heir and she had no other issue.

In order to meet her legal necessity Malati Behera had executed a Regd. Sale Deed bearing No.-333 dated 22/03/1995 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/21. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/21 measuring an Area A0.450dec.

Lot No.-5

Originally the property was recorded in the name of Sri Narayan Nayak, S/o- Sadananda Nayak, vide Consolidation Khata No.- 132, Chaka No.- 246, Plot No.- 313, measuring an area A0.290 dec. As the consolidation

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authority has the power to decide the title hence Sri NArayan Nayak had acquired valid right, title, interest over the consolidation Khata no.- 132.

In order to meet his legal necessity Sri Narayan Nayak has executed a Regd. Sale Deed bearing No.-89 dated 24/01/1998 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/42. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/42 measuring an Area A0.290dec.

Lot No.-6

Originally the property was recorded in the name of Sri Shyamsundar Nayak, S/o- Rajkishore Nayak, vide Consolidation Khata No.- 215, Chaka No.- 244, Plot No.- 310/423, measuring an area A0.120 dec. As the consolidation authority has the power to decide the title hence Sri Shyamsundar Nayak had acquired valid right, title, interest over the consolidation Khata no.- 215.

In order to meet his legal necessity Sri Shyamsundar Nayak had executed a Regd. Sale Deed bearing No.-1259 dated 07/10/1996 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/46. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/46 measuring an Area A0.120dec.

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Lot No.-7

Originally the property was recorded in the name of Sri Kailash Nayak, S/o- Nurshingha Nayak, vide Consolidation Khata No.- 53. Chaka No.- 241. Plot No.- 319, measuring an area A0.740 dec. As the consolidation authority has the power to decide the title hence Sri Kailash Nayak had acquired valid right, title, interest over the consolidation Khata no.- 241.

In order to meet his legal necessity Sri Kailash Nayak had executed a Regd. Sale Deed bearing No.-332 dated 22/03/1995 in favour of Sri Nihar Ranjan Rath and delivered the possession to him.

After purchase the said land Sri Nihar Ranjan Rath has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Nihar Ranjan Rath vide mutation Khata No.-253/47. Thus Sri Nihar Ranjan Rath has acquired valid right, title, interest and possession over the Khata No.-253/47 measuring an Area A0.740dec.

Thus Sri Nihar Ranjan Rath had purchased the land under mutation Khata no.- 253/18, 253/19, 253/20, 253/21, 253/42, 253/46 & 253/47 by virtue of aforesaid 6 numbers of Regd. Sale deed and had acquired valid right, title, interest and possession over the said mutation ROR.

Again in order to meet his legal necessity Sri Nihar Ranjan Rath had executed a Regd. Sale Deed bearing No.-274 dated 14/02/2006 of the properties (Lot 1- Lot -7) in favour of Sri Abhisek Gupta and delivered the possession to him. After purchase the said land Sri Abhisek Gupta has applied for mutation before the Tahasidar, Tangi Choudwar. After following the due procedure of law, the Tahasildar, Tangi Choudwar has allowed the mutation case and issued a separate record of right in favour of Sri Abhisek Gupta vide mutation Khata No.-253/18, 253/19, 253/20, 253/21, 253/42, 253/46 & 253/47 only deleting the name of recorded owner Sri Nihar ranjan Rath. Thus Sri Abhisek Gupta has acquired valid marketable title and possession over the

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Khata No.- 253/18, 253/19, 253/20, 253/21, 253/42, 253/46 & 253/47 measuring an total Area A2.210dec.

D. The party has supplied the E.C for a period of **32** years. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is Sri Abhisek Gupta. I have personally verified from the Sub-Registrar Office, Jagatpur from 01/01/2007 to till date, that there is no encumbrance over the subject property and present declared owner is Sri Abhisek Gupta. The Bank is advised to collect Up-to-date EC commencing from 01/01/2009 to till date from the party.

E. I have perused the original registered sale deed, Mutation ROR, which clearly proves that Sri Abhisek Gupta. is in possession of the subject property. The party has not submitted the Up-to-date rent receipts therefore the bank is advised to collect up-to-date rent receipt from the party prior to disbursement of the loan amount.

F. That, the intending borrower/ mortgagor Sri Abhisek Gupta. has submitted Regd. Sale Deed bearing No.-274dated 14/02/2006 executed by Sri Nihar Ranjan Rath in favour of Abhisek Gupta, Mutation ROR bearing Khata No.- 253/18, 253/19, 253/20, 253/21, 253/42, 253/46 & 253/47 exclusively recorded in the name of Abhisek Gupta, Up-to-date E.C. and Up-to-date rent receipts. The bank is advised to keep the following original documents for creation of equitable mortgage.

1. Original Regd. Sale Deed bearing No.-274dated 14/02/2006 executed by Sri Nihar Ranjan Rath in favour of Abhisek Gupta
2. **Original** Mutation ROR bearing Khata No.- 253/18, 253/19, 253/20, 253/21, 253/42, 253/46 & 253/47 exclusively recorded in the name of Abhisek Gupta
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.

Adv.

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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 Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the 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 property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.
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, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.
10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

I have gone through the original and Xerox copies of the title documents relating to the property intended to be mortgaged and offered as security by way of simple equitable mortgage and that the documents of title referred to above can 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 Tangi- Choudwar on 04/07/2016 and Tahasil Office at Jagatpur verified the records/ details of the property belonging to Sri Abhisek Gupta.

Adv

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3. That I have perused the E.C for 32 years.

4. There are no encumbrances to the subject land of Sri Abhisek Gupta But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.

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 Sri Abhisek Gupta.

I certify that Sri Abhisek Gupta representing M/S Gupta Cables Pvt. Ltd. can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 18/07/2016

Moharana

Signature of the Advocate.