SUMANTA KUMAR DASH, M.A, LLM
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Ref. No: 155/2022

Date:-16.08.2022.

To

The Branch Manager
Canara Bank, MCB Vanivihar Branch, Bhubaneswar,
Dist.- Khurda.

Sub:- Title Investigation Report and Legal Opinion of ***Mr. Mahendra Kumar Gupta***, *S/o.- Jagdishraiji Gupta* in the Canara Bank proforma of Annexure-II,III &IV.

Ref:- Land documents of **Mr. Mahendra Kumar Gupta**, S/o.- Jagdishraiji Gupta in Dist. - Puri, P.S.- Puri Sadar, P.S. No.-93, Tahasill – Puri, **Mouza- Shankarpur, Mutation Khata No.-1288/94,** Plot No.-1005/2189, Area –Ac0.667 decimals, and Plot No.-1005/2188, Area- Ac1.000 decimals, corresponding to Khata No.-459, Kissam- Bagayat-2, Status- Sthitiban, Bounded By:- North:- Part of Hal Plot No.-1005, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 Acrux Realcon Pvt. Ltd. And North:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part D of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of Enmark Teleservices Pvt. Ltd respectively.

Dear Sir,

Annexed please find the legal opinion in prescribed proforma in Annexure-II, Annexure-III and Annexure-IV for creation of equitable mortgage of landed property of Land documents of **Mr. Jitendra Mohan Gupta**, S/o.- Bhagat Ram Gupta, At- Gupta Nibas, Gupta Cable Campus, Cuttack Road, Bhubaneswar, Dist.- Khurda, Odisha, for your kind information.

Thanking you.

Yours truly

SUMANTA KUMAR DASH * ADVOCATE * BBSR Dt.

(**Sumanta Kumar Dash**)

ANNEXURE-II

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

1.	Nature of title (Ownership/ Leasehold/ occupancy/ Govt. grant/allotments etc.	Ownership, Stitiban
2.	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired 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 mortgagor 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 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)	Does not arise. Since the Urban land ceiling Act has been repealed.
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, position regarding creation and enforceability with regard to local laws.	The Kisam of the land is homestead and there are no such restrictions under the local laws for enforcing the security. The mortgage can be enforceable in the court of law as well as under the SARFAESI Act, 2002.
8.	In the case of conversion of Agricultural land for commercial purposes, whether requisite procedure/ permissions complied with/ obtained.	Yes, the procedure as required u/s.8-A of the OLR Act has been followed.
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 mortgage. b) Whether mutation has been effected and the mortgagor is in possession and enjoyment of his share. c) Whether the partition is valid in law	Not Applicable
10.	a) In case of partnership firm, whether the property belongs to the firm and registered. b) Whether the person(s) creating the mortgage has/have the authority to execute on behalf of the firm.	Not Applicable
11.	In case of Limited Companies, verify the Borrowing power resolution, authority to create mortgage/execution of documents, any prior charges with ROC, MOA/AOA, provision for common seal etc.	Not Applicable

Contd...P/2

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12.	In case of Societies/Association, verify requisite resolutions, bye laws, powers to borrow, encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuineness 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	Residential Landed property
a)	Promoter's/Land owner's title to the land/ building.	The land owner title is discussed in the Annexure-IV in the Para-C (Tracing of Title).
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Self-acquired Properties
c)	Development Agreement/POA	Not applicable
d)	Extent of authority of the Developer/builder.	100 %
e)	Whether the Construction is approved by the competent authority.	Not applicable
f)	Independent title verification of the Land and/or building in question.	Enclosed in a Separate Sheet.
g)	Agreement for sale (duly registered).	Not applicable
h)	Whether it is a second/subsequent sale.	No
i)	Payment of proper stamp duty.	Yes
j)	Conveyance in favor of Society/Condominium concerned.	Not Applicable
k)	Occupancy Certificate/allotment letter/letter of possession.	Not Applicable
l)	Membership details in the Society etc.	Not Applicable.
m)	Share Certificates.	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.	Regd. Sale Deed, Mutation R.O.R., Ground Rent Receipts.
r)	Other legal requirements under the local/Municipal laws with regard to ownership of flats/Apartments/Building Regulations, Society Laws etc.	Yes
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 Litigations/Court attachments/ injunction/ stay orders/acquisition by the Govt./Local authorities etc if any.	No, It is not ascertained from the court register
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	The Bank should accept the documents and title deeds as per the list specified in Para-F of Annexure-IV for the purpose of creation of equitable mortgage.
19	Whether Bank will be able to enforce SARFAESI Act.	Yes

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ANNEXURE-III

CERTIFICATE

Inspection/verification of records of landed property at registrar/ Dist. Sub-registrar's Office, Puri, Puri.

To

The Branch Manager
Canara Bank, MCB Vanivihar Branch, Bhubaneswar
Dist.- Khurda

Dear Sir,

Sub: Verification of records of landed property at registrar Dist. Sub-registrar's Office, Puri.

This is to confirm that I have visited the registrar/ Dist. Sub-registrar's Office, Puri, on Dtd.12.08.2022 and verified the details of the property standing in the name of **Mr. Mahendra Kumar Gupta**, S/o.- Jagdishraiji Gupta.

The Property details are as under:

Dist. - Puri, P.S.- Puri Sadar, P.S. No.-93, Tahasill – Puri, **Mouza- Shankarpur, Mutation Khata No.-1288/94,** Plot No.-1005/2189, Area –Ac0.667 decimals, and Plot No.-1005/2188, Area-Ac1.000 decimals, corresponding to Khata No.-459, Kissam- Bagayat-2, Status- Sthitiban, Bounded By:- North:- Part of Hal Plot No.-1005, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 Acrux Realcon Pvt. Ltd. And North:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part D of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of Enmark Teleservices Pvt. Ltd respectively.

Further I certify as under:

1. That, I have verified the Certified copy of ROR & Title Document relating to the properties from the office of Registrar/ Dist. Sub- Registrar, Puri and confirm that the Property belongs **Mr. Mahendra Kumar Gupta**, S/o.- Jagdishraiji Gupta and verified by me.

2. That, there is no prior charges have been created in the said property of **Mr. Mahendra Kumar Gupta**, S/o.- Jagdishraiji Gupta and he is the absolute owner of the said property as per the record available and verified by me in the Registrar/ Dist. Sub-registrar's Office, Puri.

OR

3. That, as per the record available at Registrar/Sub-registrar Office, the property is mortgaged/charge to:

Date of Document	Description of Document	In whose favour	Amount mentioned in the Document
NIL	NIL	NIL	NIL

Place: Bhubaneswar
Date: 16.08.2022

SUMANTA KUMAR DASH ADVOCATE BBSR

Signature of the Advocate

ANNEXURE-IV

LEGAL SCRUTINY REPORT

A. Description of the Documents scrutinized: -

Sl. No.	Date of Documents	Name of the Documents	Whether original/certified/ Photostat copy
1.	20.02.2013	ROR of Settlement Khata No.-459 of Mouza- Shankarpur Dist.- Puri recorded in the name of Acharya Raghubir Das, Guru- Ayodhya Das published on 20.02.2013.	Photo copy
2.	22.03.2001	Copy of Order dt. 22.03.2001 passed in Misc. Case No.-11/12 of 1997 by Hon'ble Civil Judge (Sr. Division), Puri in the case of Acharya Raghubir Das, Guru- Dr. Ayodhya Das	Photo copy
3.	15.11.2013	Regd. Sale Deed Document No.-11481305408, dt. 15.11.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta	Certified copy
4.	10.06.2013	Regd. Sale Deed Document No.-11481303145, dt. 10.06.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta	Certified copy
5.		ROR of Mutation Khata No.-1288/94 of Mouza- Shankarpur recorded in the name of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta	Bhulekh copy
6.	18.07.2022	OLR Application Receipt dt. 18.07.2022 issued in respect of Properties for conversion of properties to Homestead.	Photo copy
7.		Encumbrance Certificate for the period for last 13 years in respect of the property described above.	Photo copy

B Description of property/ properties

Item No.	Survey No.	Extent of area (inacres/hectres/sq.ft./Sq.m.)	Location	Boundaries
01.	Dist. - Puri, P.S.- Puri Sadar, P.S. No.-93, Tahasill – Puri, **Mouza- Shankarpur, Mutation Khata No.-1288/94,** Plot No.-1005/2189, Area –Ac0.667 decimals, and Plot No.-1005/2188, Area- Ac1.000 decimals, corresponding to Khata No.-459, Kissam- Bagayat-2, Status- Sthitiban, Bounded By:- North:- Part of Hal Plot No.-1005, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 Acrux Realcon Pvt. Ltd. And North:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193, South:- Road- Ganjam Road,	**Total area – Ac1.667 decimals**	**Mouza – Shankarpur**	North:- Part of Hal Plot No.-1005, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 Acrux Realcon Pvt. Ltd.

SUMANTA KUMAR RAY BESR Dt. ADVOCATE

	East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part D of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of Enmark Teleservices Pvt. Ltd respectively			And North:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part D of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of Enmark Teleservices Pvt. Ltd respectively

C. **Flow of Title: -**

All the documents referred above and the search conducted in the concerned Revenue offices reveals that, the property under Dist. - Puri, P.S.- Puri Dadar, P.S. No.-93, Tahasill – Puri, Mouza- **Shankarpur**, Hal Khata No.-459, Plot No.-1005, Area –Ac5.532 decimals, status sthitiban, Kisam:- Bagayat-2 was recorded in the name of Acharya Raghubir Das, Guru- Dr. Ayodhya Das as per the settlement ROR published on 20.02.2013 by the settlement authority.

That, it is stated that as per sabik record the aforesaid property along with other properties was recorded in the name of one Guru Parsuram Das who died intestate leaving behind a will in favour of Acharya Raghubar Das, Guru Dr. Ayodhya Das and after his death the will was probated vide Misc. Case No.-11/12 of 1997 and as per the orders passed by the Hon'ble Civil Judge (Sr. Divn.) Puri the properties were recorded in the name of Acharya Raghubar Das, Guru Dr. Ayodhya Das and subsequently settlement ROR was also published on 20.02.2013 in his name having right, title, interest and possession thereof.

That, due to legal necessity the recorded tenant Acharya Raghubar Das, Guru Dr. Ayodhya Das alienated the property under Khata No.-459, Plot No.-1005, Area- Ac0.667 decimals, out of Ac13.67 decimals vide Regd. Sale Deed Document No.-11481305408, dt. 15.11.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta and delivered possession thereof.

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That, again due to legal necessity the recorded tenant Acharya Raghubar Das, Guru Dr. Ayodhya Das alienated the property under Khata No.-459, Plot No.-1005, Area- Ac1.000 decimals, out of Ac13.67 decimals vide Regd. Sale Deed Document No.-11481303145, dt. 10.06.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta and delivered possession thereof.

That, after purchase Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta mutated the properties vide Mutation Case No.-5244/2014 & No.-3362/2015 respectively and obtained mutated ROR vide **Mutation Khata No.-1288/94, Plot No.-1005/2189, Area- Ac0.667 decimals, & Plot No.-1005/2188, Area- Ac1.667 decimals, Status- Sthitiban, Kissam- Bagayat-2** and became joint recorded tenant in respect of the property.

That, subsequently Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta also filed conversion Case before the concerned authority for conversion of the property to homestead status and the case is presently pending for disposal. Hence Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta may be asked to furnish the conversion ROR in respect of the properties at an earliest.

That, the encumbrance certificate reveals that the property is free from all encumbrances.

That, the chain of title in respect of the land owner Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta is therefore clear, absolute, valid and marketable title as on date and free from all encumbrances.

Hence in my considered opinion the chain of title of the property is presently rests in the name of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta and the properties are free from all encumbrances and attachments, and are having good, valid and marketable title as on date. Hence in my opinion the property can be mortgaged as security if any loan is sanctioned in favour of the present prospective borrower.

Certified that I have verified the original documents and title deeds produced and satisfied that the Certified copies, photo copies and original documents and title deeds resemble each other and all the documents/copies are found to be genuine & not fake and there are no discrepancies between the two documents. Hence in my considered opinion the property is free from all encumbrances as on date and without any dispute and the property

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BBSR
ADVOCATE

is having marketable title as on date and shall be covered under the provisions of SARFAESI Act, 2002.



Date: 16.08.2022
Place: Bhubaneswar

Signature of the Advocate

D. **Encumbrance certificate for a period of 13 years for all the items of properties subject to "C" above.**

That, I have searched the index and verified the documents in the office of the Dist. Sub-registrar, Puri and found that the aforesaid property is free from all types of encumbrances, lispendens and charges for a period of last 33 years as is evident of from the Encumbrance Certificate.

E. **Evidence Of Possession (findings on documents and revenue records):** Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta is in peaceful possession over the property and he has also submitted up to date ground rent receipt, Regd. Sale Deed, mutation ROR, Electricity Bill over the schedule land in order to establish his peaceful possession over the schedule property.

F. **The documents to be deposited (Original/certified) for creation of valid and enforceable mortgage and the specific persons who are required to create mortgage/ to deposit documents creating the mortgage.**

(1) ROR of Settlement Khata No.-459 of Mouza- Shankarpur Dist.- Puri recorded in the name of Acharya Raghubir Das, Guru- Ayodhya Das published on 20.02.2013. (Photo copy).

(2) Copy of Order dt. 22.03.2001 passed in Misc. Case No.-11/12 of 1997 by Hon'ble Civil Judge (Sr. Division), Puri in the case of Acharya Raghubir Das, Guru- Dr. Ayodhya Das. (Photo copy).

(3) Regd. Sale Deed Document No.-11481305408, dt. 15.11.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta. (Original).

(4) Regd. Sale Deed Document No.-11481303145, dt. 10.06.2013 executed by Acharya Raghubir Das, Guru- Dr. Ayodhya Das in favour of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta. (Original)

(5) ROR of Mutation Khata No.-1288/94 of Mouza- Shankarpur recorded in the name of Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta. (Original).

(6) OLR Application Receipt dt. 18.07.2022 issued in respect of Properties for conversion of properties to Homestead. (Photo copy).

(7) Encumbrance Certificate for the last 13 years in respect of the property described above. (Photo copy).

(8) Affidavit to be furnished by Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta that the property is free from Encumbrances, no litigation is pending before any court and he has not availed any loan from any Bank or financial institution against the security of the said Property. (Original).

(9) Original Regd. Deed of Memorandum of Evidencing for Creation of Equitable Mortgage executed between Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta AND Canara Bank, represented through its Branch Manager. (To be deposited after registration).

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G. CERTIFICATE OF TITLE SHOULD CLEARLY DISCLOSE:

1) Whether the party has an absolute, clear and marketable title over the property/ies proposed to be mortgaged. **Yes**

2) Whether the party can execute valid simple/equitable mortgage in favour of the Bank by depositing the original title deeds. **Yes**

3) Whether any of the property intended to be given by way of mortgage is subject matter of any minors or any other claims. **No**

CERTIFICATE TO BE ISSUED BY THE ADVOCATE WHO SCRUTINISED THE DOCUMENTS

I have gone through the Original ROR, up to date ground rent, Electricity Bill intended to be deposited relating to the property and the documents and offered as security by way of ~~simple~~ / equitable mortgage and that the documents of title referred to above are perfect evidence of title and that if the said simple / equitable mortgage is created are deposited in the manner required by law, it will 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, which would prevent the title holders from creating a valid mortgage.

2. I have visited the Register / Dist. Sub Registrar's Office, Puri on Dtd.12.08.2022 and verified the records / details of the property belonging to Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta.

3. There are no prior mortgages/charges whatsoever as could be seen from the encumbrance certificate for the period from 01.01.2010 to 18.08.2022 and the land is free from

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encumbrance pertaining to the immovable property/ies covered by the above said title deeds subject to release of previous mortgage.

There is no prior mortgages/charges in respect of the property under Dist. - Puri, P.S.- Puri Sadar, P.S. No.-93, Tahasill – Puri, **Mouza- Shankarpur, Mutation Khata No.-1288/94,** Plot No.-1005/2189, Area –Ac0.667 decimals, and Plot No.-1005/2188, Area- Ac1.000 decimals, corresponding to Khata No.-459, Kissam- Bagayat-2, Status- Sthitiban, Bounded By:- North:- Part of Hal Plot No.-1005, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 Acrux Realcon Pvt. Ltd. And North:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193, South:- Road- Ganjam Road, East:- Part of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of current owner and West:- Part D of Hal Plot No.-1005 corresponding to Sabik Plot No.-193 of Enmark Teleservices Pvt. Ltd respectively which are liable to be cleared or satisfied by complying with the following:

4. There are no claims from minor/s and his/their interest in respect of the schedule properties.
5. That there is no undivided share of the minors.
6. That, the property/ies are devoid of any liabilities.
7. Provisions of Urban Land Ceiling Act are not applicable. Since the Urban land ceiling Act has been repealed.
8. Holding/acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage if created will be available to the Bank for the liability of the intending purchaser/ borrower Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta.

I further certify that land owner Mr. Mahendra Kumar Gupta, S/o.- Late Jagdish Raiji Gupta has acquired an absolute, clear and Marketable title over the schedule of property as per the ROR in its favour having absolute right, title interest and physical possession.

SUMANTA KUMAR DASH * ADVOCATE * BBSR DL-

Place: Bhubaneswar
Date: 16.08.2022

Signature of the Advocate