

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

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.	Agricultural 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.

Behara
10.6.15

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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt./Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,
Buxi Bazar Branch, Dist:- Cuttack.

(**Sub:-** Verification of records of landed property at Registrar/ Sub-Registrar's office and
Tahasil Office at Khurda and Dist.- Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 274, Plot No-323, area Ac0.065dec dec., Kisam- Amba
Bagayat-2, Plot No.- 324, area Ac0.155dec, Kisam- Amba Bagayat-2 & Plot No.- 743,
area Ac0.220dec, Kisam- Amba Bagayat-2, total area Ac0.440dec, (**FULL PLOT**) which is
corresponds to Sabak Khata No.-209, Plot No.- 345 measuring an area Ac0.065dec, Plot
No.- 344 measuring an area Ac0.155dec & Plot No.- 587 measuring an area Ac0.220dec.

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 Jitendra Mohan Gupta**, owner of
the said property measuring an area **Ac0.440dec**, 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:- 10/06/2016


Signature of the Advocate.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.- 9861071923
8908934995

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.	19/03/1997	Consolidation R-O-R bearing Khata No.274 recorded in the names of Sadananda Samantaray & others.	Net Copy.
2	05/11/1977	Regd. Partition Deed bearing No.- 4996 between the recorded owner namely Sadananda Samantaray & others	Xerox Copy
3.	21/08/2006	Regd. General Power of Attorney bearing No.-77 has been executed by Sadananda Samantaray in favour of Sukanta Kumar Nayak.	Original
4	21/08/2006	Regd. General Power of Attorney bearing No.-79 has been executed by Sukadev Samantaray in favour of Sukanta Kumar Nayak.	Original
4.	21/09/2006	Regd. Sale Deed bearing No.-2197 executed by Sadananda Samantaray & Sukadev Samantaray in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887849	Original.
6.	18/08/2007	E.C. bearing No.-1051 from 01/01/1978 to 31/07/2007	Original.
7.	28/07/2009	E.C. bearing No.-1735 from 01/01/2007 to 18/03/2009	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.-274, Plot No.-323, 324, & 743	A0.440 dec	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 31 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 31 years which is given as follows.

Originally the property was recorded in the names of Sadananada Samantaray, Paramananda Samantaray & Sukadev Samantaray, all are s/o-Somannath Samantaray vide Consolidation Khata No.-274, Plot No.-323, measuring an Area Ac0.065dec, 324 measuring an Area Ac0.155dec, & 743 measuring an Area Ac0.220dec, total area Ac0.440dec and acquired valid right, title, interest and possession over the said Consolidation Khata No.-274, Plot No.-323, 324 & 743 measuring an Area Ac0.440dec. In the life time of the recorded owners namely Sadananada Samantaray, Paramananda Samantaray & Sukadev Samantaray, they had partitioned their property equally vide Regd. Partition deed bearing No.-4996 dated 15/11/1977 and possessing the same as per their share separately and peacefully.

In order to meet his legal necessity, Sadananda Samantaray has executed a Regd. Power of Attorney bearing No.77 dated 21/08/2006 in favour of Sukanta Kumar Nayak to the extent of his share. Similarly Sukadev Samantaray has also executed an another Regd. Power of Attorney bearing No.79 dated 21/08/2006 in favour of Sukanta Kumar Nayak to the extent of his share. I have personally verified the genuineness of the aforesaid two Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The recorded owner has sold the land of Plot No. 323 measuring an Area Ac0.065dec, 324, measuring an Area Ac0.155dec & 743 measuring an area Ac0.220dec, total area Ac0.440dec, to extent of their share to the M/S Gupta Cables Pvt. Ltd through their Attorney holder vide Regd. Sale Deed bearing No.2197 dated 21/09/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR. **Therefore the bank is advised to collect the Original Mutation ROR from the party.**

From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

D. The party has supplied the E.C for a period of 31 years commencing from 01/01/1978 to 31/07/2007 and from 01/01/2007 to 18/03/2009. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. I have personally verified from the Sub-Registrar Office, Khurda from 01/01/2009 to till date, that there is no encumbrance over the subject property and present declared owner is M/S Cables Pvt. Ltd. **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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. Partition deed bearing No.4996 dated 05/11/1977 executed between the recorded owners namely Sadananada Samantaray, Paramananda Samantaray & Sukadev Samantaray, Regd. General Power of Attorney bearing No.77 dated 21/08/2006, executed by Sadananada Samantaray in favour of Sukanta Kumar Nayak, Regd. General Power of Attorney bearing No.79 dated 21/08/2006, executed by Sukadev Samantaray in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2197 dated 21/09/2006 executed by Sadananada Samantaray & Sukadeb Samantaray in favour of M/S Gupta Cables Pvt. Ltd., through their Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Xerox copy of the Regd. Partition Deed No.4996 dated 05/11/1977 executed by the recorded owners namely Sadananada Samantaray, Paramananda Samantaray & Sukadev Samantaray,
2. Xerox copy/ Original of the Regd. Power of Attorney bearing No. 77 dated 21/08/2006, executed by Sadananada Samantaray in favour of Sukanta Kumar Nayak.
3. Xerox copy/ Original of the Regd. Power of Attorney bearing No. 79 dated 21/08/2006, executed by Sukadeb Samantaray in favour of Sukanta Kumar Nayak.

4. Original Registered sale deed bearing no.2197 dated 21/09/2006 executed by Sadananda Samantaray & Sukadeb Samantaray in favour of M/S Gupta Cables Pvt. Ltd.
5. Original Mutation R-O-R.
6. Original up-to-date E.C .
7. 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 Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. 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.

Behara
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

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 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 31 years.
4. There are no encumbrances to the subject land of M/S Gupta Cables Pvt. Ltd. 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.

Behera
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.


PH:- 9861071923
8908934995

9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor M/S Gupta Cables Pvt. Ltd..

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.

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.	Agricultural 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.

Behera
10.6.16

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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill. Electricity Bill. Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt./Local authorities. etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

Behera Adv
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,
Buxi Bazar Branch, Dist:- Cuttack.

(**Sub:-** Verification of records of landed property at Registrar/ Sub-Registrar's office and
Tahasil Office at Khurda and Dist.- Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 20, Plot No-458, area Ac0.417dec. (**FULL PLOT**), Chaka
No.-153, **which is bounded as follows:**

Bounded by:-

North :- Plot No. 459 & 460(Kashinath Samantaray)

South & west:- Plot No.-441 (Sarat Chandra Samantaray)

East:- Plot No.- 457

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 20, Plot No-718, area Ac0.311dec. Kissam : Sarad Ana
Jalasechita -1, **which is bounded as follows:**

Bounded by:-

North :- Plot No. 454, 502, Baidyanath Samantaray

South:- Swarnalata Ray & Plot No.- 716

East:- Plot No.- 752

West:- Plot No.- 719 & 721

Total area of two plots i.e. Plot No-458 & 718 Ac0.728dec.

Behera
10.6.16
AM

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

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 Jitendra Mohan Gupta**, owner of the said property measuring an area Ac0.728dec. 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:- 10/06/2016


Signature of the Advocate.

ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	19/03/1997	Consolidation R-O-R bearing Khata No.20 recorded in the names of Smt.Kain Swain.	Net Copy.
2.	11/12/2006	Regd. General Power of Attorney bearing No.-138 has been executed by Basudev Swain in favour of Sibabrata Acharya.	Original
4.	15/12/2006	Regd. Sale Deed bearing No.-2723 executed by Basudev Swain in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887840	Original.
6.	18/08/2007	E.C. bearing No.-1040 from 01/01/1978 to 31/07/2007	Original.
7	22/07/2009	E.C. bearing No.-1735 from 01/01/2007 to 18/03/2009	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.:-20. Plot No.-458 & 718	A0.728 dec	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 31 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANYCIRCUMSTANCES OR INCIDENTS, 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 31 years which is given as follows.

Originally the property was recorded exclusively in the name of Smt. Kain Swain, W/o- Ratnakar Swain, vide Consolidation Khata No.-20, Plot No.-458 & 718, measuring an area Ac0.728dec. and acquired valid right, title, interest and possession over the said Consolidation Khata No.-20, Plot No.-458 & 718, measuring an area Ac0.728dec. In the meanwhile Smt. Kain Swain has been died leaving behind her only son namely Basudev Swain as her successor in interest. The party has not supplied the death certificate and

SRI BASUDEV BEHERA,
B.A L.L.B.,
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

legal heir certificate of deceased Smt. Kain Swain. At the time of Mutation proceeding the Tahasildar Khurda had enquired regarding the legal heirs of deceased Kain swain and after obtaining report from Amin Tahasidar has allowed the mutation proceeding to the name of intending borrower. Therefore in the absence of any cogent prove of legal heirs of deceased kain Swain. In my considered opinion Basudev Swain is the only son of Late Kain Swain.

In order to meet his legal necessity, Basudev Swain who is the only successor of his deceased mother namely Smt. Kain Swain(recorded owner) has executed a Regd. Power of Attorney bearing No.138 dated 11/12/2006 in favour of Sibabrata Acharya for an Area Ac0.728dec. I have personally verified the genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The successor namely Basudev Swain of the recorded owner Smt. Kain Swain (deceased) has sold the land of Plot Nos. Plot No.- 458 & 718, measuring an area Ac0.728dec. to the M/S Gupta Cables Pvt. Ltd through his Attorney holder vide Regd. Sale Deed bearing No.2723dated 15/12/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR.

Behera
10.6.16 Adv. **Therefore the bank is advised to collect the Original Mutation ROR from the party.**

From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

D. The party has supplied the E.C for a period of 31 years commencing from 01/01/1978 to 31/07/2007 and from 01/01/2007 to 18/03/2009. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. I have personally verified from the Sub-Registrar

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

Office, Khurda from 01/01/2009 to till date, that there is no encumbrance over the subject property and present declared owner is M/S Cables Pvt. Ltd. **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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. General Power of Attorney bearing No.138 dated 11/12/2006, executed by Basudev Swain in favour of Sibabrata Acharya, Regd. sale deed bearing No.-2723 dated 15/12/2006 executed by Basudev Swain in favour of M/S Gupta Cables Pvt. Ltd., through his Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Xerox copy of the Regd. Power of Attorney bearing No. 138 dated 11/12/2006, executed by Basudev Swain in favour of Sibabrata Acharya.
2. Original Registered sale deed bearing no.2723 dated 15/12/2006 executed by Basudev Swain in favour of M/S Gupta Cables Pvt. Ltd.
3. Original Mutation R-O-R.
4. Original up-to-date E.C .
5. 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.

Behera
10.6.16 Adv.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

Sri Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. 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

Behera
10.6.16 *Adv.*

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

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 31 years.
4. There are no encumbrances to the subject land of M/S Gupta Cables Pvt. Ltd. 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 M/S Gupta Cables Pvt. Ltd.

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.

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.	Agricultural 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.

Behera
10.6.16

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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/ stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner's title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt. Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

Behera
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,
Buxi Bazar Branch, Dist:- Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's office and
Tahasil Office at Khurda and Dist.- Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
mortgaged by the intending borrower.

The Property details are as under.

Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 204, Plot No-456, area Ac0.435dec dec., Kissam : - Sarada
Ana Jalasechita -1, Plot No.- 502, area Ac0.675dec, Kisam- Sarada Ana-Jalasechita -1,
Plot No.- 738, area Ac0.185dec, Kisam- Sarada Ana-Jalasechita -3, Plot No.- 740, area
Ac0.155dec, Kisam- Sarada Ana-Jalasechita -3, Plot No.- 791, area Ac0.090dec, Kisam-
Sarada Ana-Jalasechita -1 & Plot No.- 792, area Ac0.205dec, Kisam- Sarada Ana-
Jalasechita -1, total area **Ac1.745dec. (FULL PLOT- not necessary for boundary)**

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 Jitendra Mohan Gupta**, owner of
the said property measuring an area **Ac1.745dec.** 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:- 10/06/2016


Signature of the Advocate.

ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	19/03/1997	Consolidation R-O-R bearing Khata No.204 recorded in the names of Baidyanath Samantaray.	Net Copy.
2.	07/08/2006	Regd. General Power of Attorney bearing No.-69 has been executed by Baidyanath Samantaray in favour of Sukanta Kumar Nayak.	Original
4.	21/09/2006	Regd. Sale Deed bearing No.-2203 executed by Baidyanath Samantaray in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887846	Original.
6.	18/08/2007	E.C. bearing No.-1015 from 01/01/1978 to 31/07/2007	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.-204, Plot No.-456, 502,738, 740,791 & 792	A1.745 dec	Mouza:- Berhampur, P.S.- Khurda, Dist.- Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 29 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENTS, 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 29 years which is given as follows.

Originally the property was exclusively recorded in the name of Baidyanath Samantaray, S/o- Ananta Charan Pradhan vide Consolidation Khata No.-204, Plot No.-456, 502,738, 740,791 & 792, measuring an area Acl.745dec. and acquired valid right, title, interest and possession over the said Consolidation Khata No.-204, Plot No.- 456, 502,738, 740,791 & 792, area Acl.745dec.

In order to meet his legal necessity, Baidyanath Samantaray has executed a Regd. Power of Attorney bearing No.69 dated 07/08/2006 in favour of Sukanta Kumar Nayak for an Area Ac1.745dec. I have personally verified the genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The recorded owner has sold the land of Plot Nos. Plot No.- 456, 502,738, 740,791 & 792, measuring an area Ac1.745dec. to the M/S Gupta Cables Pvt. Ltd through his Attorney holder vide Regd. Sale Deed bearing No.2203dated 21/09/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR. **Therefore the bank is advised to collect the Original Mutation ROR from the party.**

From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

*Behera
10.6.16 Adv.*
D. The party has supplied the E.C for a period of 29 years commencing from 01/01/1978 to 31/07/2007. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. 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 is M/S Cables Pvt. Ltd. **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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. General Power of Attorney bearing No.69 dated 07/08/2006, executed by Baidyanath Samantaray in favour of Sukanta Kumar

Nayak, Regd. sale deed bearing No.-2203 dated 21/09/2006 executed by Baidyanath Samantaray in favour of M/S Gupta Cables Pvt. Ltd., through his Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Xerox copy of the Regd. Power of Attorney bearing No. 69 dated 07/08/2006, executed by Baidyanath Samantaray in favour of Sukanta Kumar Nayak.
2. Original Registered sale deed bearing no.2203 dated 21/09/2006 executed by Baidyanath Samantaray in favour of M/S Gupta Cables Pvt. Ltd.
3. Original Mutation R-O-R.
4. Original up-to-date E.C .
5. 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.

Behera Adv.
10.6.16

Sri Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. 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.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

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 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 29 years.
4. There are no encumbrances to the subject land of M/S Gupta Cables Pvt. Ltd. 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.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.


PH.:- 9861071923
8908934995

-
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 Cables Pvt. Ltd.

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

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.	Agricultural 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.

Behera
10.6.16

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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed stamped/ authenticated enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner's title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement/ POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/ Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/ Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/ Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation/ court attachments/ injunction/ stay orders/ acquisition by the Govt. Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

Behera
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,
 Buxi Bazar Branch, Dist:- Cuttack.

(Sub:- Verification of records of landed property at Registrar/ Sub-Registrar's office and
 Tahasil Office at Khurda and Dist:- Khurda.)

Dear Sir,

This is to confirm that I, have visited the Registrar/ Sub-Registrar's office/
 Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
 mortgaged by the intending borrower.

The Property details are as under.

Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
 Consolidation Khata No.:- 183, Plot No-782, area Ac1.907dec, Chaka no.-270
 (Patharaseni), which is bounded as follows:

Boundaries:-

North:- Dhobali Parida,

South:- Krupasindhu Patra,

East :- Plot No.786, 796, 788 & 789.

West :- Plot No.-777, 779 & 780

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 Jitendra Mohan Gupta**, owner of
 the said property measuring an area **Ac1.907dec.** 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:- 10/06/2016


Signature of the Advocate.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
 8908934995

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.	19/03/1997	Consolidation R-O-R bearing Khata No.183 recorded in the names of Smt. Balanidhi Mohanty.	Net Copy.
2.	01/12/2006	Regd. General Power of Attorney bearing No.-1507 has been executed by Smt. Balanidhi Mohanty in favour of Sukanta Kumar Nayak.	Original
4.	15/12/2006	Regd. Sale Deed bearing No.-2724 executed by Smt. Balanidhi Mohanty in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887845	Original.
6.	18/08/2007	E.C. bearing No.-1039 from 01/01/1978 to 31/07 2007	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.-183. Plot No.-782	A1.907 dec	Mouza:- Berhampur. P.S.- Khurda, Dist.- Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 29 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENTS, 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 29 years which is given as follows.

Originally the property was exclusively recorded in the name of Smt. Balanidhi Mohanty, W/o- Jayakrushna Mohanty vide Consolidation Khata No.-183, Plot No.-782, area Acl.907 dec. and acquired valid right, title, interest and possession over the Consolidation Khata No.-183 and Plot No.-782, area Acl.907 dec.

In order to meet her legal necessity, Smt. Balanidhi Mohanty has executed a Regd. Power of Attorney bearing No.1507 dated 01/12/2006 in

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

favour of Sukanta Kumar Nayak for an Area Ac1.907dec. I have personally verified genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The recorded owner has sold the land of Plot No. 782 measuring an area Ac1.907dec to the M/S Gupta Cables Pvt. Ltd through her Attorney holder vide Regd. Sale Deed bearing No.2724 dated 15/12/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR. **Therefore the bank is advised to collect the Original Mutation ROR from the party.**

From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

Beha a
Adv
2.6.16
D. The party has supplied the E.C for a period of 29 years commencing from 01/01/1978 to 31/07/2007. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. 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 is M/S Cables Pvt. Ltd. **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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. General Power of Attorney bearing No.1507 dated 01/12/2006, executed by Smt. Balanidhi Mohanty in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2724 dated 15/12/2006 executed by Smt. Balanidhi Mohanty in favour of M/S Gupta Cables Pvt. Ltd., through her Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

1. Xerox copy of the Regd. Power of Attorney bearing No. 1507 dated 01/12/2006, executed by Smt. Balanidhi Mohanty in favour of Sukanta Kumar Nayak.
2. Original Registered sale deed bearing no.2724 dated 15/12/2006 executed by Smt. Balanidhi Mohanty in favour of M/S Gupta Cables Pvt. Ltd.
3. Original Mutation R-O-R.
4. Original up-to-date E.C .
5. 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 Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

- Behara*
10.6.16
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.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

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 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 29 years.
4. There are no encumbrances to the subject land of M/S Gupta Cables Pvt. Ltd. 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.

Behera
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

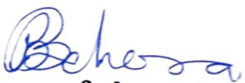
PH.:- 9861071923
8908934995

-
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 Cables Pvt. Ltd.

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.

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.	Agricultural 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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt./Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

Behera
10.6.16 ADW

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

ANNEXURE-III
CERTIFICATE.

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

To,

The Chief Manager. CANARA Bank,
Buxi Bazar Branch, Dist:- Cuttack.

(**Sub:-** Verification of records of landed property at Registrar/ Sub-Registrar's office and
Tahasil Office at Khurda and Dist.- Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 207. Plot No-742. area Ac0.490dec dec.. Kisam- Patita. which
is bounded as follows:

Boundaries:-

North:- Plot No.449,

South:- Plot No.744,

East :- Plot No.741 & 745,

West :- Plot No.-743

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 Jitendra Mohan Gupta**, owner of
the said property measuring an area **Ac0.490dec.** as per the Title Deeds and
verified by me in the office of Register/ Sub register.

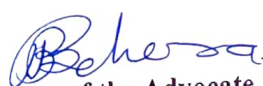
OR

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:- 10/06/2016


Signature of the Advocate.

ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	19/03/1997	Consolidation R-O-R bearing Khata No.207 recorded in the names of Bhramara Jena & another.	Net Copy.
2.	07/08/2006	Regd. General Power of Attorney bearing No.-72 has been executed by Parasuram Jena & Guliram Jena in favour of Sukanta Kumar Nayak.	Original copy.
4.	21/09/2006	Regd. Sale Deed bearing No.-2201 executed by Parasuram Jena & Guliram Jena in favour of M/S Gupta Cables Pvt. Ltd.	Original Copy
5.	08/09/2007	Rent receipt bearing No.-V887847	Original Copy
6.	18/08/2007	E.C. bearing No.-1046 from 01/01/1978 to 31/07/2007	Original Copy
7.	22/07/2009	E.C. bearing No.-1735 from 01/01/2007 to 18/03/2009	Original Copy

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.-207, Plot No.-742	A0.490 dec	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 31 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANCIRCUMSTANCES OR INCIDENTS, 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 31 years which is given as follows.

Originally the property was recorded in the names of Bhramara Jena, s/o- Mohana Jena, Ujala Devi, W/o- Bhramara Jena vide Consolidation Khata No.-207, Plot No.-742, area Ac0.490 dec. and acquired valid right, title, interest and possession over the Consolidation Khata No.-207 and Plot No.-742, area Ac0.490 dec.

After the death of Bhramara Jena and Ujala Devi the successors namely Parasuram Jena & Guliram Jena are the legal successors of their deceased father and mother. The party has not supplied the death certificates and legal heirs certificates of both the recorded owner. In order to meet their legal necessity, Parasuram Jena & Guliram Jena has executed a Regd. Power of Attorney bearing No.72 dated 07/08/2006 in favour of Sukanta Kumar Nayak for an Area Ac0.490dec. I have personally verified genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The legal heirs of the deceased recorded owner has sold the land of Plot No. 742 measuring an area Ac0.490dec to the M/S Gupta Cables Pvt. Ltd through their Attorney holder vide Regd. Sale Deed bearing No.2201 dated 21/09/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR.

Therefore the bank is advised to collect the Original Mutation ROR from the party.

Blue 10.6.16 A.W.
From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

D. The party has supplied the E.C for a period of 31 years commencing from 01/01/1978 to 31/07/2007 & 01/01/2007 to 18/03/2009. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. I have personally verified from the Sub-Registrar Office, Khurda from 01/01/2009 to till date, that there is no encumbrance over the subject property and present declared owner is M/S Cables Pvt. Ltd.
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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. General Power of Attorney bearing No.72 dated 07/08/2006, executed by Parasuram Jena & Guliram Jena in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2201 dated 21/09/2006 executed by Parasuram Jena & Guliram Jena in favour of M/S Gupta Cables Pvt. Ltd., through his Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Xerox copy of the Regd. Power of Attorney bearing No. 72 dated 07/08/2006, executed by Parasuram Jena & Guliram Jena in favour of Sukanta Kumar Nayak.
2. Original Registered sale deed bearing no.2201 dated 21/09/2006 executed by Parasuram Jena & Guliram Jena in favour of M/S Gupta Cables Pvt. Ltd.
3. Original Mutation R-O-R.
4. Original up-to-date E.C .
5. 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 Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. 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.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

-
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 Cables Pvt. Ltd..

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.

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.	Agricultural 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.

Behera
10.6/10/23

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 genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.
14.	If the property is a flat/apartment or residential/commercial complex, verify.	Not applicable.
14.a)	Promoter's/ Land owner/s title to the lands/building.	Not Applicable.
b)	Whether the flats are developed by the land owner or constructed on joint development basis.	Not Applicable.
c)	Development agreement /POA	Not Applicable.
d)	Extent of authority of the Developer/builder.	Not Applicable.
e)	Whether the construction is approved by the competent authority.	Not Applicable.
f)	Independent title verification of the land or building in Question.	Not Applicable.
g)	Agreement of sale (duly registered)	Not Applicable.
h).	Whether it is a Second/Subsequent sale.	Not Applicable.
i)	Payment of proper stamp duty.	Not Applicable.
j)	Conveyance in favour of the Society/Condominium concerned.	Not applicable.
k)	Occupancy certificate/ allotment letter of possession.	Not Applicable.
l)	Membership details in the society etc.	Not applicable.
m)	Share Certificate.	Not applicable.
n)	NOC from the Society.	Not applicable.
o)	Latest maintenance charges paid receipt from Society.	Not applicable.
p)	Whether proportionate share in land is transferred to the mortgagor.	Not Applicable.
q)	Documents evidencing possession such as Telephone Bill, Electricity Bill, Tax paid receipt etc.	Not Applicable.
r)	Other legal requirements under the local/ Municipal laws, with regard to ownership of flats/ Apartments/Building Regulations, Societies Law etc.	Not Applicable.
15.	In case of joint family property and mortgage created for family benefit/ legal necessity, verify whether major coparceners have no objection, joined in execution, rights of female members, minor's shares etc.	Not Applicable.
16.	Genealogical tree is to be drawn up wherever the title has been acquired by succession.	Not applicable.
17	Pending litigation /court attachments/injunction /stay orders /acquisition by the Govt./Local authorities, etc. if any.	Affidavit is to be submitted by the borrower.
18.	Any other matters affecting the proposed creation of mortgage not covered elsewhere.	No.

Behar
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager. CANARA Bank,

Buxi Bazar Branch, Dist:- Cuttack.

(**Sub:-** Verification of records of landed property at Registrar/ Sub-Registrar's office and
Tahasil Office at Khurda and Dist.- Khurda.)

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/
Tahasil office at Khurda on dated 04/06/2016 and verified the details of the property to be
mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 148, Plot No-474, area Ac0.043dec dec., out of Ac0.086dec,
Kisam- Sarada Ana-Jalasechita -3) & Plot No.- 488, area Ac0.043dec out of Ac0.086dec,
Kisam- Sarada Ana-Jalasechita -3, which is bounded as follows:

Boundaries:-

North:- Plot No.473,

South:- Plot No.489,

East :- Plot No.490,

West :- Plot No.-485, 484 & 486

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 Jitendra Mohan Gupta**, owner of
the said property measuring an area **Ac0.086dec.** 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:- 10/06/2016


Signature of the Advocate.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

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.	19/03/1997	Consolidation R-O-R bearing Khata No.148 recorded in the names of Paramananda Samantaray & another.	Net Copy.
2.	21/08/2006	Regd. General Power of Attorney bearing No.-74 has been executed by Sukadev Samantaray in favour of Sukanta Kumar Nayak.	Original
4.	21/09/2006	Regd. Sale Deed bearing No.-2202 executed by Sukadev Samantaray in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	09/09/2007	Rent receipt bearing No.-V887838	Original.
6.	18/08/2007	E.C. bearing No.-1050 from 01/01/1978 to 31/07/2007	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.-148, Plot No.-474 & 488	A0.086 dec	Mouza:- Berhampur, P.S.-: Khurda, Dist.-: Khurda	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 29 YEARS. IF CONNECTED TITLE DEEDS REVEAL ANY CIRCUMSTANCES OR INCIDENTS, 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 29 years which is given as follows.

Originally the property was recorded in the names of Paramananda Samantaray & Sukadev Samantaray both are s/o- Somannath Samantaray vide Consolidation Khata No.-148, Plot No.-474, measuring an area Ac0.086dec, & 488, measuring an area Ac0.086dec, total area Ac0.172dec and acquired valid right, title, interest and possession over the Consolidation Khata No.-148 and Plot No.-474 & 488, Ac0.172dec.

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH.:- 9861071923
8908934995

In order to meet his legal necessity, Sukadev Samantaray has executed a Regd. Power of Attorney bearing No.74 dated 21/08/2006 in favour of Sukanta Kumar Nayak for an Area Ac0.086dec to his extent of share. I have personally verified genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The recorded owner has sold the land of Plot No. 474 & 488 measuring an area Ac0.086dec out of Ac0.172dec, to the M/S Gupta Cables Pvt. Ltd through his Attorney holder vide Regd. Sale Deed bearing No.2202 dated 21/09/2006 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2006, but the company has not produced the mutation ROR. **Therefore the bank is advised to collect the Original Mutation ROR from the party.**

From the documents it is revealed that the lands are Agricultural land. The party has not produced any conversion premium paid receipt or converted ROR. As the lands are agricultural land therefore the Bank cannot proceed in SARFAICE Act in case of default. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

*Behera
10.6.16 PW.*
D. The party has supplied the E.C for a period of 29 years commencing from 01/01/1978 to 31/07/2007. From the said E.C. it is clear that there are no encumbrances of the said property and the present declared owner is **Sri Jitendra Mohan Gupta** representing M/S Gupta Cables Pvt. Ltd. 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 is M/S Cables Pvt. Ltd. **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 which clearly proves that M/S Gupta Cables Pvt. Ltd. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor M/S Gupta Cables Pvt. Ltd. has submitted Regd. General Power of Attorney bearing No.74 dated 21/08/2006, executed by Sukadeb Samantaray in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2202 dated 21/09/2006 executed by

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- 9861071923
8908934995

Sukadeb Samantaray in favour of M/S Gupta Cables Pvt. Ltd., through his Power of Attorney holder. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Xerox copy of the Regd. Power of Attorney bearing No. 74 dated 21/08/2006, executed by Sukadeb Samantaray in favour of Sukanta Kumar Nayak.
2. Original Registered sale deed bearing no.2202 dated 21/09/2006 executed by Sukadeb Samantaray in favour of M/S Gupta Cables Pvt. Ltd.
3. Original Mutation R-O-R.
4. Original up-to-date E.C .
5. 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.

Belong to
10.6.16 ACW
Sri Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. 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 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 29 years.
4. There are no encumbrances to the subject land of M/S Gupta Cables Pvt. Ltd. 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.

Belu
10.6.16

SRI BASUDEV BEHERA,
B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.


PH.:- 9861071923
8908934995

-
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 Cables Pvt. Ltd..

I certify that **Sri Jitendra Mohan 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: 10/06/2016


Signature of the Advocate.