

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.

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

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

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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.:- 39, Plot No-744, area Ac1.090dec dec., out of Ac2.910dec,
Kisam- Bagayat-2(Mango/Amba). which is bounded as follows:

Boundaries:-

North:- Plot No.742 & 743,

South:- Plot No.771 & 772,

East :- Plot No.745, 769 & 770,

West :- Sheet No.-1(Millan)

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 **Ac1.090dec.** 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

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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.39 recorded in the names of Kailash Mohapatra,	Net Copy.
2.	05/09/2006	Regd. General Power of Attorney bearing No.-85 has been executed by Kailash Mohapatra in favour of Sukanta Kumar Nayak.	Xerox copy.
4.	21/09/2006	Regd. Sale Deed bearing No.-2199 executed by Kailash Mohapatra in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887841	Original.
6.	18/08/2007	E.C. bearing No.-1047 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.-39, Plot No.-744	A1.090 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 Kailash Mohapatra, S/o- Dinabandhu Mohapatra vide Consolidation Khata No.-39, Plot No.-744, area A2.910 dec. has acquired valid right, title, interest and possession over the Consolidation Khata No.-39 and Plot No.-744, area A2.910 dec.

In order to meet his legal necessity, Kailash Mohapatra has executed a Regd. Power of Attorney bearing No.85 dated 05/09/2006 in

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favour of Sukanta Kumar Nayak for an Area Ac1.090dec. 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. 449 measuring an area Ac1.090dec out of Ac2.910dec, to the M/S Gupta Cables Pvt. Ltd through his Attorney holder vide Regd. Sale Deed bearing No.2199 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.

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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.85 dated 05/09/2006, executed by Kailash Mohapatra in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2199 dated 21/09/2006 executed by Kailash Mohapatra 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. 85 dated 05/09/2006, executed by Kailash Mohapatra in favour of Sukanta Kumar Nayak.
2. Original Registered sale deed bearing no.2109 dated 21/09/2006 executed by Kailash Mohapatra 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.
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.

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

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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.

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ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE – II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION OF LEGAL SCRUTINY REPORT.

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	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.

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

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B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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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.:- 208, Plot No-449, area A1.706-2/3 dec., out of Ac2.560dec.
Kisam- Patita, which is bounded as follows:

Boundaries:-

North:- Plot No.448,

South:- Plot No.741 & 742.

East :- Plot No.443, 450 & 437,

West :- Plot No.449(part).

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 **A1.706-2/3 dec.** as per the Title Deeds and verified by me in the office of Register/ Sub register.

OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: **Nil**

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

CUTTACK

Date:- 10/06/2016


Signature of the Advocate.

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ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	19/03/1997	Consolidation R-O-R bearing Khata No.208 recorded in the names of Bhramara Jena, and others ,	Net Copy.
2.	13/06/1975	Regd. Partition Deed bearing No.6686 has been executed by Bhramara Jena, Hadibandhu Patra & Nakula Swain.	Xerox copy.
3.	07/08/2006	Regd. General Power of Attorney bearing No.-71 has been executed by Parsuram Jena, Guliram Jena and Hadibandhu Patra in favour of Sukanta Kumar Nayak.	Xerox copy.
4.	21/09/2006	Regd. Sale Deed bearing No.-2204 executed by Parsuram Jena & others in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	08/09/2007	Rent receipt bearing No.-V887848	Original.
6.	18/08/2007	E.C. bearing No.-1044 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.-208, Plot No.-449	A1.706-2/3 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 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 29 years which is given as follows.

Originally the property was recorded in the names of Bhramara Jena, S/o- Mahani Jena, Hadibandhu Patra, S/o- Khetrabasi Patra & Nakula Swain, S/o- Banamali Swain vide Consolidation Khata No.-208, Plot No.-449, area A2.568 dec. In the life time of Bhramara Jena, Hadibandhu Patra and Nakula Swain had made a Regd. partition deed bearing No.-6686 dated

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13/06/1975. After the death of Bhramara Jena his successors (two sons) namely Parsuram Jena & Guliram Jena had acquired valid right, title, interest and possession over the Consolidation Khata No.-208 and Plot No.-449, area A2.568 dec. along with other co-sharers to their extent of share. I want to clarify that the party has not supplied the death certificate and legal heir certificate of the deceased Bhramara Jena. However after selling of land the Tahasildar Khurda has mutated the names of vendees in the ROR after due enquiry made by his local Amin. As no objection has been made from quarter the Tahasildar has pleased to mutate the names of purchaser in the ROR . In my considered opinion as the Tahasildar has made proper enquiry during the mutation proceeding, there are no other legal heirs of deceased Bhramara Jena.

In order to meet their legal necessity, Parsuram Jena & Guliram Jena along with Hadibandhu Patra has executed a Regd. Power of Attorney bearing No.71 dated 07/08/2006 to extent of their share i.e. Ac1.706-2/3dec. in favour of Sukanta Kumar Nayak. I have personally verified genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. The recorded owners have sold the land of their share from Plot No. 449 measuring an area Ac1.706-2/3dec out of Ac2.560dec, to the M/S Gupta Cables Pvt. Ltd through their Attorney holders vide Regd. Sale Deed bearing No.2204dated 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 29 years commencing from 01/01/1978 to 31/07/2007. From the said E.C. It is clear that there are no

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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 Registered Partition Deed bearing No.-6686 dated 13/06/1975, Regd. General Power of Attorney bearing No.71 dated 07/08/2006, executed by Parsuram Jena, Guliram Jena and Hadibandhu Patra in favour of Sukanta Kumar Nayak, Regd. sale deed bearing No.-2204 dated 21/09/2006 executed by Parsuram Jena, Guliram Jena and Hadibandhu Patra 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.6686 dated 13/06/1975,
2. Xerox copy of the Regd, Power of Attorney bearing No. 71 dated 07/08/2006, executed by Parsuram Jena, Guliram Jena and Hadibandhu Patra in favour of Sukanta Kumar Nayak.
3. Original Registered sale deed bearing no.2204 dated 21/09/2006 executed by Parsuram Jena, Guliram Jena and Hadibandhu Patra in favour of M/S Gupta Cables Pvt. Ltd.
4. Original Mutation R-O-R.
5. Original up-to-date E.C .
6. Original up to date rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

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

Sri Jitendra Mohan Gupta 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

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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.
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.

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ANNEXURE – II

**CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION
OF LEGAL SCRUTINY REPORT.**

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether: a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	Not Applicable.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	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.

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

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ANNEXURE-III

CERTIFICATE.

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

Behera S.D.
8.6.16 H.D. Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 275, Plot No-327, area A1.241-1/2 dec. out of Ac2.483dec.,
Kisam- Amba Bagayat -2, which is bounded as follows:

Boundaries:-

North:- Plot No.322 & 325,

South:- Plot No.319(part),

East :- Plot No.329,

West:- Plot No.327(part).

Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:-
Berhampur, Consolidation Khata No.:-275, Plot No-325, area Ac0.345 dec., Kisam-
Amba Bagayat -2 which is bounded as follows:

Boundaries:-

North:- Plot No.326

South:- Plot No.322,

East :- Plot No.324

West :- Plot No.327

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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 **Ac1.586-1/2 dec.** as per the Title Deeds and verified by me in the office of Register/ Sub register.

OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: **Nil**

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

CUTTACK

Date:- 08/06/2016


Signature of the Advocate.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	01/04/1997	Consolidation R-O-R bearing Khata No.275 recorded in the names of Sadananda Samantaray & others,	Net Copy.
2.	21/08/2006	Regd. General Power of Attorney bearing No.76 has been executed by Kailash Subudhi in favour of Sukanta Kumar Nayak.	Xerox copy.
3.	21/08/2006	Regd. General Power of Attorney bearing No.80 has been executed by Sadananda Samantaray & another, in favour of Sukanta Kumar Nayak.	Xerox copy
4.	21/09/2006	Regd. Sale Deed bearing No.-2198 has been executed by Kailash Subudhi & Sadananda Samantaray & others in favour of M/S Gupta Cables Pvt. Ltd..	Original copy.
5	21/08/2006	Regd. General Power of Attorney bearing No.75 has been executed by Sadananda Samantaray in favour of Sukanta Kumar Nayak.	Original copy.
6	21/08/2006	Regd. General Power of Attorney bearing No.78 has been executed by Sukadev Samantaray & Kailash Subudhi in favour of Sukanta Kumar Nayak.	Original copy.
7	21/09/2006	Regd. Sale Deed bearing No.-2200 has been executed by Kailash Subudhi & Sadananda Samantaray & others in favour of M/S Gupta Cables Pvt. Ltd..	Original copy.
8.	28/09/2007	Rent receipt bearing No.-V887850.	Original.
9.	18/08/2007	E.C. bearing No.-1048 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.:-275, Plot No-325 & 327,	Ac1.586-1/2 dec.	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

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C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 30 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 13 years which is given as follows.

Originally the property was recorded in the names of Sadananda Samantaray, Paramananda Samantaray, Sukadev Samantaray, all are sons of Somanath Samantaray and Kailash Subudhi S/o- Pathani Subudhi in Consolidation Khata No.-275, Plot No-325 & Plot No-327, measuring an area **Ac1.586-1/2 dec.-0.1396 hect.** and acquired valid right, title, interest and possession over the Consolidation Khata No.-275, Plot No-325 & Plot No-327, measuring an area **Ac1.586-1/2 dec.**

In order to meet their legal necessity, Kailash Subudhi has executed a Regd. Power of Attorney bearing No.76 dated 21/08/2006 to extent of his share from Plot No.-327 of Khata No.-275 of Mouza - Berhampur in favour of Sukanta Kumar Nayak. Similarly Sadananda Samantaray & Sukadev Samantaray has executed a Regd. Power of Attorney to their extent of share from Plot No.- 327 of Khata no.-275, of Mouza:-Berhampur in favour of Sukanta Nayak. Thereafter both Kailash Subudhi and Sadananda Samantaray & another have executed a regd. sale deed bearing No.,-2198 dated 21/09/2006 through their attorney holder in favour of M/S Gupta Cables Pvt. Ltd.

Again another Regd. General Power of Attorney bearing No.75 dated 21/08/2006 has been executed for another plot No.325 of Khata No.-275 by Sadanada Samantaray in favour of Sukanta Kumar Nayak. Similarly Sukadev Samantaray & Kailash Subudhi has also executed for another Plot No.-325 of Khata no.-275 of Mouza- Berhampur a Regd. General Power of Attorney bearing No,- 78 dated 21/08/2006 in favour of Sukanta Kumar Nayak. I have personally verified the genuineness of the aforesaid two Regd. Power of Attorneys before the Sub-Registrar, Khurda which found correct. Thereafter a Regd. Sale Deed bearing No.-2200 dated 21/09/2006 has been executed by Kailash Subudhi and Sukadev Samantaray & others through their attorney holder in favour of M/S Gupta Cables Pvt. Ltd. The recorded owner has sold

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the part of their land from Plot No.-325 measuring an area Ac0.325dec 0.1396hect. and Plot No.-327, measuring an area Ac1.241-1/2dec out of Ac2.483dec, in total Ac1.586-1/2 dec. to the M/S Gupta Cables Pvt. Ltd and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid two Regd. Sale Deed since 2007, 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 30 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 encumbrances 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 a Regd. Power of Attorney bearing No.76 dated 21/08/2006 executed by Kailash Subudhi to extent of his share from Plot No.-327 of Khata No.-275 of Mouza - Berhampur in favour of Sukanta Kumar Nayak. Similarly Sadananda Samantaray & Sukadev Samantaray has executed a Regd. Power of Attorney to their extent of share from Plot No.- 327 of Khata no.-275, of Mouza:-Berhampur in favour of Sukanta Nayak. Thereafter both Kailash Subudhi and Sadanada Samantaray & another has executed a regd. sale deed bearing No.,-2198 dated 21/09/2006 in favour of M/S Gupta Cables

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Pvt. Ltd. Thereafter another Regd. General Power of Attorney bearing No.75 dated 21/08/2006 has been executed for another plot No.325 of Khata No.-275 by Sadananda Samantaray in favour of Sukanta Kumar Nayak . Similarly Sukadev Samantaray & Kailash Subudhi has also executed for another Plot No.-325 of Khata no.-275 of Mouza- Berhampur a Regd. General Power of Attorney bearing No,- 78 dated 21/08/2006 in favour of Sukanta Kumar Nayak. I have personally verified the genuineness of the aforesaid two Regd. Power of Attorneys before the Sub-Registrar Khurda which found correct. Thereafter a Regd. Sale Deed bearing No.-2200 dated 21/09/2006 has been executed by Kailash Subudhi and Sukadev Samantaray & others in favour of M/S Gupta Cables Pvt. Ltd. The recorded owner has sold the part of their land from Plot No. 325 measuring an area Ac0.325dec 0.1396hect. and Plot No.-327, measuring an area Ac1.241-1/2dec out of Ac2.483dec, in total Ac1.586-1/2 decin favour of M/S Gupta Cables Pvt. Ltd. .

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. 76 dated 21/08/2006, executed by Kailash Subudhi in favour of Sukanta Kumar Nayak.
2. Xerox copy of the Regd. Power of Attorney bearing No. 80 dated 21/08/2006, executed by Sadananda Samantaray & another in favour of Sukanta Kumar Nayak.
3. Original Registered sale deed bearing no.2198 dated 21/09/2006 executed by Kailash Subudhi, Sadananda Samantaray & another in favour of M/S Gupta Cables Pvt. Ltd.
4. Xerox copy of the Regd. Power of Attorney bearing No. 75 dated 21/08/2006, executed by Sadananda Samantaray in favour of Sukanta Kumar Nayak.
5. Xerox copy of the Regd. Power of Attorney bearing No. 78 dated 21/08/2006, executed by Sukadev Samantaray & Kailash Subudhi in favour of Sukanta Kumar Nayak.
6. Original Registered sale deed bearing no.2200 dated 21/09/2006 executed by Kailash Subudhi, Sadananda Samantaray & another in favour of M/S Gupta Cables Pvt. Ltd.
7. Original Mutation R-O-R.
8. Original up-to-date E.C .
9. Original up to date rent receipt.

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S.G. 16 Nov.

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G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.
3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

Sri Jitendra Mohan Gupta 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.

Behera
8.6.16 Adv.

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ADVOCATE, ORISSA HIGH COURT.

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


I have gone through the original 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 30 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: 08/06/2016


Signature of the Advocate.

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ANNEXURE – II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION OF LEGAL SCRUTINY REPORT.

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with of 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.

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

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SRI BASUDEV BEHERA,
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ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office, At:-
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.:- 222, Chaka no.- 271, Plot No-785, area A0.190 dec., Kisam-
Agricultural which is bounded as follows:

Boundaries:-

North:- Plot No.768 & 767,

South:- Plot No.786 & 787,

East :- Plot No.767,

West:- Plot No.768, 783 & 784.

Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:-
Berhampur, Consolidation Khata No.:- 222, Chaka no.- 274, Plot No-788, area A0.100
dec., Kisam- Agricultural which is bounded as follows:

Boundaries:-

North:- Plot No.787

South:- Plot No.782 & 789,

East :- Plot No.789

West :- Plot No.786 & 782.

Dist:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:-
Berhampur, Consolidation Khata No.:- 222, Plot No-752, area A0.240 dec., Kisam-
Sarada Ana Jalasechita -2, which is bounded as follows:

Boundaries:-

North:- Plot No.750 & 751,

South:- Plot No.767 & 768

East :- Plot No.753 & 766,

West:- Plot No.751, 745 & 768.

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ADVOCATE, ORISSA HIGH COURT.

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Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur, Consolidation Khata No.:- 222, Plot No-766, area A0.390 dec. Kisam- Sarada Ana jalasechita -3, which is bounded as follows:

Boundaries:-

North:- Plot No.753 & 765

South:- Plot No.767,

East :- Plot No.763 & 764

West :- Plot No.752 & 767 .

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 **A0.920 dec** as per the Title Deeds and verified by me in the office of Register/ Sub register.

OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: **Nil**

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

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Date:- 08/06/2016


Signature of the Advocate.

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B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	01/04/1997	Consolidation R-O-R bearing Khata No.222 recorded in the name of Smt. Mahalaxmi Patra, W/o- Pitabas Patra ,	Net Copy.
2.	03/04/2007	Regd. General Power of Attorney bearing No.642 has been executed by Smt. Mahalaxmi Patra, in favour of Sibabrata Acharya.	Xerox copy.
3.	30/06/2007	Regd. Sale Deed bearing No.-1778 has been executed by Smt. Mahalaxmi Patra in favour of M/S Gupta Cables Pvt. Ltd..	Original copy.
4.	15/01/2008	Rent receipt bearing No.-AC798547.	Original.
5.	24/12/2007 B	E.C. bearing No.-18 from 01/01/1995 to 24/12/2007	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.-222, Plot No-785,788,752 & 766	A0.920 dec.	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

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

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

Originally the property was recorded in the name of Smt. Mahalaxmi Patra, in Consolidation Khata No.-222, Plot No-785, 788, 752 & 766 measuring an area **A0.920 dec.** finally published on 19/03/1997 and acquired valid right, title, interest and possession over the Consolidation Khata No.-222, Plot No-785, 788, 752,& 766 measuring an area **A0.920 dec.**

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B.A L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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In order to meet her legal necessity, Smt. Mahalaxmi Patra, W/o- Pitabasa Patra has executed a Regd. Power of Attorney bearing No.642 dated 03/04/2007 in favour of Sibabrata Acharya. 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 entire land of Plot No. 785 measuring an area Ac0.190dec, Plot No.-788, measuring an area Ac0.100dec, Plot No.-752 measuring an area Ac0.240dec, and Plot No.-766 measuring an area Ac0.390dec, in total **A0.920 dec.** to the M/S Gupta Cables Pvt. Ltd through their Attorney holder vide Regd. Sale Deed bearing No.1778 dated 30/06/2007 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2007, 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 13 years commencing from 01/01/1995 to 24/12/2007. 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 Registered General Power of Attorney bearing No.642 dated 03/04/2007, executed by Smt. Mahalaxi Patra, W/o- Pitabas Patra in favour of

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Sibabrata Acharya, Regd. Sale Deed bearing No.-1778 dated 30/06/2007 executed by Smt. Mahalaxi Patra, W/o- Pitabas Patra in favour of M/S Gupta Cables Pvt. Ltd. . **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. 642 dated 03/04/2007, executed by Smt. Mahalaxi Patra, W/o- Pitabas Patra in favour of Sibabrata Acharya.
2. Original Registered sale deed bearing no.1778 dated 30/06/2007 executed by Smt. Mahalaxi Patra, W/o- Pitabas Patra in favour of M/S Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R.
3. Original up-to-date E.C .
4. Original up to date rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.
3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

Sri Jitendra Mohan Gupta representing M/S Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

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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 13 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.

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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: 08/06/2016


Signature of the Advocate.

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ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE – II

CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION OF LEGAL SCRUTINY REPORT.

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	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.

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

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ADVOCATE, ORISSA HIGH COURT.

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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.:- 31, Chaka no.- 273, Plot No-787, area A0.125 dec., Kisam-
Agricultural which is bounded as follows:

Boundaries:-

North:- Plot No.785 & 767,

South:- Plot No.788 &786,

East :- Plot No.790 &791,

West :- Plot No.785&786.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 31, Plot No-749, area A0.152dec., Kisam- Sarada-Ana
Jalasechita -2, which is bounded as follows:

Boundaries:-

North:- Plot No.739 & 740,

South:- Plot No.750& 753,

East :- Plot No.754 & 765,

West :- Plot No.740 & 748.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 31 Plot No-753, area A0.060dec Kisam- Sarada-Ana
Jalasechita -3, which is bounded as follows:

Boundaries:-

North:- Plot No.749,

South:- Plot No.766,

East :- Plot No.754 & 765,

West :- Plot No.752.

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Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur, Consolidation Khata No.:- 31 Plot No-764, area A0.120 dec., Kisam- Ana Jalasechita -2, which is bounded as follows:

Boundaries:-

North:- Plot No.765,

South:- Plot No.766,

East :- Plot No.763,

West :- Plot No.766.

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 **A0.457 dec.** as per the Title Deeds and verified by me in the office of Register/ Sub register.

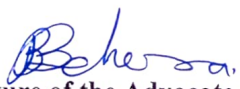
OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: **Nil**

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

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Date:- 08/06/2016


Signature of the Advocate.

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

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	01/04/1997	Consolidation R-O-R bearing Khata No.31 recorded in the names of Kulamani Patra and another ,	Net Copy.
2.	28/03/2007	Regd. General Power of Attorney bearing No.595 has been executed by Kulamani Patra & Laxmi Patra, in favour of Sibabrata Acharya.	Xerox copy.
3.	30/06/2007	Regd. Sale Deed bearing No.-1776 has been executed by Kulamani Patra & Laxmi Patra in favour of M/S Gupta Cables Pvt. Ltd.	Original copy.
4.	14/01/2008	Rent receipt bearing No.-AC798522.	Original.
5.	08.01. 2006	E.C. bearing No.-15 from 01/01/1995 to 24/12/2007	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.:-31, Plot No.-787, 749, 753, &764.	A0.457 dec.	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

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

Behera Adv.
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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 30 years which is given as follows.

Originally the property was recorded in the names of Kulamani Patra, S/o- Balabhadra Patra & Laxmi Patra W/o- Kulamani Patra in Consolidation Khata No.-31, Plot No.-787, 749, 753 & 764 measuring an area **A0.457 dec.** finally published on 19/03/1997 and acquired valid right, title, interest and possession over the Consolidation Khata No.-31, Plot No.-787, 749, 753, & 764 measuring an area **A0.457 dec.**

With an intention to sale the subject property, Kulamani Patra & another(the recorded owners) have jointly executed a Regd. Power of Attorney bearing No.595 dated 28/03/2007 in favour of Sibabrata Achayra. I have personally verified the genuineness of the aforesaid Regd. Power of Attorney before the Sub-Registrar, Khurda, which found correct. All the recorded owners have sold the entire land of Plot No. 787 measuring an area Ac0.125dec, Plot No.-749, measuring an area Ac0.152dec., Plot No.-753 measuring an area Ac0.060dec 0.0243hect, and Plot No.-764 measuring an area Ac0.120dec 0.0486hect, in total **A0.457 dec.** to the M/S Gupta Cables Pvt. Ltd through their Attorney holder vide Regd. Sale Deed bearing No.1776 dated 30/06/2007 and delivered the possession to him.

Though the intending borrower has purchased the land under aforesaid sale deed since 2007, 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 of making payments towards loan accounts. However the bank can proceed in DRT Act. Therefore there is no impediment to create equitable Mortgage over the subject land.

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D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1995 to 24/12/2007. 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

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party has not produced the up-to-date rent receipts. **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 Registered General Power of Attorney bearing No.595 dated 28/03/2007, executed by Kulamani Patra & another in favour of Sibabrata Acharya, Regd. sale deed bearing No.-1776 dated 30/06/2007 executed by Kulamani Patra & another in favour of M/S Gupta Cables Pvt. Ltd. **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. 595 dated 28/03/2007, executed by Kulamani Patra & another in favour of Sibabrata Acharya.
2. Original Registered sale deed bearing no.1776 dated 30/06/2007 executed by Kulamani Patra & another in favour of M/S Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R.
3. Original up-to-date E.C.
4. Original up to date rent receipt.

G. Certificate of Title.

- Behera*
8.6.16 HCU
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.

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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.

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**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 13 years.

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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: 08/06/2016


Signature of the Advocate.

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ANNEXURE – II

**CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE FOR SUBMISSION
OF LEGAL SCRUTINY REPORT.**

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	Not Applicable.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	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.

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

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office, At:-
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.:- 139, Chaka no.- 71(Dandatala), Plot No-302, area A0.095 dec.,
Kisam- Agricultural which is bounded as follows:

Boundaries:-

North:- Plot No.301, **South:-** Plot No.299,
East :- Plot No.299, **West :-** Plot No.757.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 139, Plot No-757, area A0.217-1/2 dec., out of Ac0.290dec.
Kisam- Ana Jalasechita -3, which is bounded as follows:

Boundaries:-

North:- Plot No.738 & 736, **South:-** Plot No.758,
East :- Plot No.733 & 732, **West :-** Plot No.756.

Dist.:- Khurda, Tahasil:- Khurda, P.S:- Khurda, P.S. No.:-188, Mouza:- Berhampur,
Consolidation Khata No.:- 139, Plot No-758, area A0.111 dec., Kisam- Patita, which is
bounded as follows:

Boundaries:-

North:- Plot No.753, **South:-** Plot No.759,
East :- Plot No.732, **West :-** Plot No.756.

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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 **A0.423 dec.** as per the Title Deeds and verified by me in the office of Register/ Sub register.

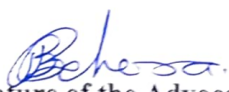
OR

2. That, as per the records available at Registrar/ Sub- Registrar / Tahasildar office, the property is mortgaged / charged to: Nil

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

CUTTACK

Date:- 08/06/2016


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.	01/04/1997	Consolidation R-O-R bearing Khata No.139 recorded in the names of Padmanava Samantaray and others .	Net Copy.
2.	27/10/2006	Regd. General Power of Attorney bearing No.106 has been executed by Rabinarayan Samantaray, S/O.- Late Padmanav Samantaray in favour of Sukanta Kumar Nayak.	Xerox copy.
3.	28/02/2007	Regd. General Power of Attorney bearing No.-384 has been executed by Baidyanath Samantaray & others in favour of Dillip Kumar Harischandan.	Xerox copy.
4.	30/06/2007	Regd. Sale Deed bearing No.-1830 executed by Rabinarayan Samantaray & others in favour of M/S Gupta Cables Pvt. Ltd.	Original
5.	15/01/2008	Rent receipt bearing No.-ACJ98046.	Original.
6.	20-07 2006	E.C. bearing No.-666 from 01/01/1994 to 30/06/2006	Original.
7.	8-01- 2008	E.C. bearing No.-17 from 01/01/1995 to 2007.	Original.

B. Description of Property / Properties.

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Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Consolidation R-O-R bearing Khata No.:-139, Plot No.-302, 757 & 758	A0.423 dec.	Mouza:- Berhampur, P.S.:- Khurda, Dist.:- Khurda	As mentioned in Annexure-III

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

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

Originally the property was recorded in the names of Padmanava Samantaray, Baidyanath Samantaray , Kasinath Samantaray & Biswanath

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Samantaray, all are sons of Ananta Charan Pradhan vide Consolidation Khata No.-139, Plot No.-302, 757 & 758, area A0.423 dec. After the death of Padmanav Samantaray, his only successor (Son) namely Rabinarayan Samantaray had acquired valid right, title, interest and possession over the Consolidation Khata No.-139 and Plot No.-302, 757 & 758, area A0.423 dec. along with other co-sharers. I want to clarify that the party has not supplied the death certificate and legal heir certificate of the deceased Padmanava Samantaray. After the death of Padmanava Samantaray, the name of his only legal successor namely Rabinarayan Samantaray has been recorded vide Khata No.-139 for rest of property. The Tahasildar Khurda after making enquiry has included the name Rabi Narayan Samantaray in place of Padmanava Samantaray. Therefore in my considered opinion Rabinarayan Samantaray is the only legal heir of Late Padmanav Samantaray.

In order to meet his legal necessity, Rabinarayan Samantaray has executed a Regd. Power of Attorney bearing No.106 dated 27/01/2006 to extent of his share in favour of Sukanta Kumar Nayak and similarly other co-sharers namely Baidyanath Samantaray, Kasinath Samantaray & Biswanath all are sons of Ananta Charan Pradhan executed a Regd. General Power of Attorney bearing No.384 dated 28/02/2007 in favour of Dillip Kumar Harischandan to extent of their share. I have personally verified genuineness of the aforesaid two Regd. Power of Attorney before the Sub-Registrar Khurda which found correct. All the recorded owners have sold the entire land of Plot No. 302 measuring an area Ac0.095dec, Plot No.-757, measuring an area Ac0.217-1/2 dec and Plot No.-758 measuring an area Ac0.111dec in total Ac0.423dec to the M/S Gupta Cables Pvt. Ltd through their Attorney holders vide Regd. Sale Deed bearing No.1830 dated 30/06/2007 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

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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 13 years commencing from 01/01/1994 to 30.06, 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 Registered General Power of Attorney bearing No.106 dated 27/10/2006, executed by Rabinarayan Samantaray in favour of Sukanta Kumar Nayak, Regd. Power of Attorney bearing No.384 dated 28/02/2007 executed by Baidyanath Samantaray and others in favour of Dillip Kumar Harischandan, Regd. sale deed bearing No.-1830 dated 30/06/2007 executed by Rabinarayan Samantaray and others in favour of M/S Gupta Cables Pvt. Ltd. . **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. 106 dated 27/10/2006, executed by Rabinarayan Samantaray in favour of Sukanta Kumar Nayak.
2. Xerox copy of the regd. Power of Attorney bearing No. 384 dated 28/02/2007, executed by Baidyanath Samantaray and others in favour of Dillip Kumar Harischandan,
3. Original Registered sale deed bearing no.1830 dated 30/06/2007 executed by Rabinarayan Samantaray & others in favour of M/S Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R.
3. Original up-to-date E.C .
4. Original up to date rent receipt.

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G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.
2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.
3. No, the property intended to be given by way of mortgage is not subject of any minor's property.

Sri 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.

Behera
5.6.16 Adv.

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**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 13 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: 08/06/2016


Signature of the Advocate.