

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- (0671)2527516.
 MOBILE:-9853406680.

ANNEXURE – II

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

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable.
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	No.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Home stead.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.
12.	In case of Societies/ Associations, verify the requisite resolutions, bye laws, power to borrow, encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuines of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.

20/05/2011
19.09.2011

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.

19.09.2016

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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office
 at Khurda.

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's
 office/ Tahasil office at Khurda on 08.09.2016 & 15.09.2016 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ Tahasil/ SRO.:- Khurda, P.S.:- Khurda, P.S No.:- 118, Mouza:-
 Makundaprasad, **Mutation Khata No.:- 526/1833, Plot No.-2311/3992 area**
A0.054 dec. Kisam:- Homestead which is bounded as follows:-

North:- Road, **South:-** Golekha Barik and others,
East :- Subash Ch. Mohanty, **West :-** Rabindranath Biswal.

Further, I certify as under:

1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.054 dec.** as per the Title Deeds and verified by me in the
 office of Register/ Sub register.

OR

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

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

CUTTACK
Date:- 18.09.2016.

Signature of the Advocate.

Subash Ch. Mohanty
19.09.2016

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	27.02.1962.	R-O-R bearing Khata No.-305 recorded in the names of Biku Khan and others.	Xerox copy.
2.	15.02.1982.	Registered sale deed bearing Document No.-198 executed by Hamid Khan in favour of Smt. Sulochana Pradhan.	Xerox copy.
3.	06.03.1998.	Registered sale deed bearing No.-528 executed by Smt. Sulochana Pradhan in favour of Sri Nihar Ranjan Mishra	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2704 executed by Sri Nihar Ranjan Mishra in favour of Sri Sibabrata Achariya.	Original.
5.	26.04.2008.	Registered sale deed bearing No.-592 executed by Sri Nihar Ranjan Mishra in favour of M/s. Gupta Cables Pvt. Ltd.	Original.
6.	07.11.2015.	Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd.	Original.
8.	26.05.2016.	Rent receipt bearing No.-AAJ 9143920.	Original.
9.	20.07.2016.	E.C. bearing No.- 3157/2016.	Original.
10.	20.06.2016.	E.C. bearing No.-1142016006781.	Original.
11.	20.06.2016.	E.C. bearing No.- 1142016006423.	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.:- 526/1833, Plot No.-2311/3992.	A0.054 dec.	Mouza:- Makundaprasad, P.S/Dist.:- Khurda,	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 30 YEARS.

I have perused the original title documents of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 40 years which is given as follows.

R-O-R bearing Khata No.-305 recorded in the name of Biku Khan and others.

Originally Khata No.-305 was recorded jointly in the names of Biku Khan, Hamid Khan sons of Lal Khan and Nasar Khan son of Hadu Khan

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finally published on 27.02.1962. Hence all the recorded owners had jointly acquired valid right, title interest and possession over the land under Khata No.-305. As per the mutual partition Hamid Khan was in possession of the land measuring an area A0.425 dec. from his share having Plot No.-2311 under Khata No.-305.

Registered Sale deed bearing Document No.-198 dated 18.01.1983.

In order to meet his legal necessity Hamid Khan had sold measuring an area A0.425 dec. from Plot No.-2311 of Khata No.-305 to one Smt. Sulochana Pradhan vide registered sale deed bearing No.-198 dated 18.01.1983 and delivered the possession to her. Thus Smt. Sulochana Pradhan had acquired valid right, title, interest and possession over the land measuring an area A0.425 dec. of Plot No.-2311 of Khata No.-305. I want to clarify that after purchase Smt. Smt. Sulochana Pradhan had not taken any step to mutate her name in the revenue record of rights.

Registered Sale deed bearing No.-528 dated 06.03.1998.

In order to meet her legal necessity Smt. Sulochana Pradhan had sold the land measuring an area A0.054 dec. out of A0.425 dec. from Plot No.-2311 of Khata No.-305 to Sri Nihar Ranjan Mishra vide registered sale deed bearing No.- 528 dated 06.03.1998 and delivered the possession to her. Thus by virtue of aforesaid registered sale deed, Sri Nihar Ranjan Mishra had acquired valid right, title, interest and possession over the land measuring an area A0.054 dec. out of A0.425 dec. of Plot No.-2311 under Khata No.-305.

Registered General Power of Attorney bearing Document No.-2704 dated 22.02.2008.

With an intention to sale the subject land, Sri Nihar Ranjan Mishra had executed a registered General Power of Attorney bearing No.- 2704 dated 22.02.2008 in favour of one Sri Sibabrata Achariya. In the said registered general power of attorney, the executant had given power to sale the land with other consequential powers. The party has supplied the original

Handwritten signature and date: 19.09.2016

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general power of attorney. I have verified the same from the office of the Sub-Registrar, Khurda and found that the same is in order and properly stamped.

Registered Sale deed bearing No.-1021 dated 26.04.2008.

In order to meet his legal necessity Sri Nihar Ranjan Mishra through his attorney holder Sri Sibabrata Achariya had sold the land measuring an area A0.054 dec. out of total area A0.425 dec. from Plot No.-2311 of Khata No.-305 to present intending borrower/ mortgagor M/s. Gupta Cables Pvt. Ltd. vide registered sale deed bearing No.-592 dated 27.03.2008 and delivered the possession to the said company. Thus by virtue of aforesaid registered sale deed, M/s. Gupta Cables Pvt. Ltd. has acquired valid right, title, interest and possession over the land measuring an area A0.054 dec. of Plot No.-2311 under Khata No.-305.

Mutation R-O-R bearing Khata No.-526/1833 recorded exclusively in the name of M/s. Gupta Cables Pvt. Ltd.

After purchase M/s. Gupta Cables Pvt. Ltd. has taken step to mutate its name in the revenue record of rights. Accordingly, the Tahasildar, Khurda, after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1833 having Plot No.-2311/3992 in the name of M/s. Gupta Cables Pvt. Thus M/s. Gupta Cables Pvt. Ltd. has acquired valid and marketable title over the land measuring an area A0.054 dec. of Plot No.-2311/3992 under Khata No.-526/1833.

D. I have perused the E.C. for a period of 22 years commencing from 01.01.1995 to 08.05.2016 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is **M/s. Gupta Cables Pvt. Ltd.**

E. I have perused the registered sale deed, mutation R-O-R and up to date rent receipt which clearly proves that M/s. Gupta Cables Pvt. Ltd. is in possession of the subject land.

20.04.2016
17.04.2016

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F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-592 dated 27.03.2008 executed by Sri Nihar Ranjan Mishra in favour of M/s. Gupta Cables Pvt. Ltd., original Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd., original up to date rent receipt, original E.C for 22 years which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.-592 dated 27.03.2008 executed by Sri Nihar Ranjan Mishra in favour of M/s. Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd.
3. Original up to date E.C.
4. Original Up to date rent receipt.

G. Certificate of Title.

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

Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
2. That, the subject property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.

Handwritten signature and date: 19.09.2016

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3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 08.09.2016 & 16.09.2016 and verified the records/ details of the property belonging to **M/s. Gupta Cables Pvt. Ltd.**

19.09.2016

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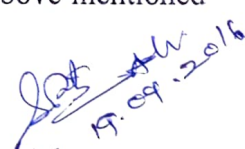
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3. That, I have perused the E.C. for a period of more than 22 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
4. That, there is no prior mortgage of the subject lands.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Cables Pvt. Ltd.**

I certify that mortgagor **M/s. Gupta Cables Pvt. Ltd.** represented through its Director **Sri Jitendra Mohan Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 18.09.2016.


Signature of the Advocate.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE – II

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

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable.
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	No.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Home stead.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.
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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.

19.09.2016

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.
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f)	Independent title verification of the land or building in Question.	Not Applicable.
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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.
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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.
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ANNEXURE-III

CERTIFICATE.

Inspection/ Verification of landed property Registrar / Sub- Registrar's Office
 at Khurda.

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's
 office/ Tahasil office at Khurda on 08.09.2016 & 15.09.2016 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ Tahasil/ SRO:- Khurda, P.S:- Khurda, P.S No:- 118, Mouza:-
 Makundaprasad, **Mutation Khata No:- 526/1833, Plot No.-2311/3994 area**
A0.054 dec. Kisam:- Homestead which is bounded as follows:-

North:- Road, **South:-** Golekha Barik and others,
East :- Government Land, **West :-** Sitikanta Mohanty.

Further, I certify as under:

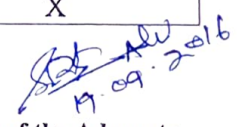
1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.054 dec.** as per the Title Deeds and verified by me in the
 office of Register/ Sub register.

OR

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

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

CUTTACK
Date:- 18.09.2016.


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.
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2.	15.02.1982.	Registered sale deed bearing Document No.-198 executed by Hamid Khan in favour of Smt. Sulochana Pradhan.	Xerox copy.
3.	06.03.1998.	Registered sale deed bearing No.-527 executed by Smt. Sulochana Pradhan in favour of Smt. Rajashree Sarangi.	Original.
4.	19.03.2008.	Registered Power of Attorney bearing No.-4122 executed by Smt. Rajashree Sarangi in favour of Sri Sibabrata Achariya.	Original.
5.	26.04.2008.	Registered sale deed bearing No.-1021 executed by Smt. Rajashree Sarangi in favour of M/s. Gupta Cables Pvt. Ltd.	Original.
6.	07.11.2015.	Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd.	Original.
8.	26.05.2016.	Rent receipt bearing No.-AAJ 9143920.	Original.
9.	20.07.2016.	E.C. bearing No.- 3157/2016.	Original.
10.	20.06.2016.	E.C. bearing No.-1142016006781.	Original.
11.	20.06.2016.	E.C. bearing No.- 1142016006423.	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.- 526/1833, Plot No.-2311/3994.	A0.054 dec.	Mouza:- Makundaprasad, P.S/Dist.:- Khurda,	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 30 YEARS.

I have perused the original title documents of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 40 years which is given as follows.

R-O-R bearing Khata No.-305 recorded in the name of Biku Khan and others.

Originally Khata No.-305 was recorded jointly in the names of Biku Khan, Hamid Khan sons of Lal Khan and Nasar Khan son of Hadu Khan

SRI SANTOSH KUMAR MOHANTY,
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ADVOCATE, ORISSA HIGH COURT.

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finally published on 27.02.1962. Hence all the recorded owners had jointly acquired valid right, title interest and possession over the land under Khata No.-305. As per the mutual partition Hamid Khan was in possession of the land measuring an area A0.425 dec. from his share having Plot No.-2311 under Khata No.-305.

Registered Sale deed bearing Document No.-198 dated 18.01.1983.

In order to meet his legal necessity Hamid Khan had sold measuring an area A0.425 dec. from Plot No.-2311 of Khata No.-305 to one Smt. Sulochana Pradhan vide registered sale deed bearing No.-198 dated 18.01.1983 and delivered the possession to her. Thus Smt. Sulochana Pradhan had acquired valid right, title, interest and possession over the land measuring an area A0.425 dec. of Plot No.-2311 of Khata No.-305. I want to clarify that after purchase Smt. Smt. Sulochana Pradhan had not taken any step to mutate her name in the revenue record of rights.

Registered Sale deed bearing No.-527 dated 06.03.1998.

In order to meet her legal necessity Smt. Sulochana Pradhan had sold the land measuring an area A0.054 dec. out of A0.425 dec. from Plot No.-2311 of Khata No.-305 to Smt. Rajashree Sarangi vide registered sale deed bearing No.- 527 dated 06.03.1998 and delivered the possession to her. Thus by virtue of aforesaid registered sale deed, Smt. Rajashree Mohanty had acquired valid right, title, interest and possession over the land measuring an area A0.054 dec. out of A0.425 dec. of Plot No.-2311 under Khata No.-305.

Registered General Power of Attorney bearing Document No.-4122 dated 19.03.2008.

With an intention to sale the subject land, Smt. Rajashree Sarangi had executed a registered General Power of Attorney bearing No.- 4122 dated 19.03.2008 in favour of one Sri Sibabrata Achariya. In the said registered general power of attorney, the executant had given power to sale the land with other consequential powers. The party has supplied the original

Handwritten signature and date 19.03.2016

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general power of attorney. I have verified the same from the office of the Sub-Registrar, Khurda and found that the same is in order and properly stamped.

Registered Sale deed bearing No.-1021 dated 26.04.2008.

In order to meet his legal necessity Smt. Rajashree Mohanty through his attorney holder Sri Sibabrata Achariya had sold the land measuring an area A0.054 dec. out of total area A0.425 dec. from Plot No.-2311 of Khata No.-305 to present intending borrower/ mortgagor M/s. Gupta Cables Pvt. Ltd. vide registered sale deed bearing No.-1021 dated 26.04.2008 and delivered the possession to the said company. Thus by virtue of aforesaid registered sale deed, M/s. Gupta Cables Pvt. Ltd. has acquired valid right, title, interest and possession over the land measuring an area A0.054 dec. of Plot No.-2311 under Khata No.-305.

Mutation R-O-R bearing Khata No.-526/1833 recorded exclusively in the name of M/s. Gupta Cables Pvt. Ltd.

After purchase M/s. Gupta Cables Pvt. Ltd. has taken step to mutate its name in the revenue record of rights. Accordingly, the Tahasildar, Khurda, after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1833 having Plot No.-2311/3994 in the name of M/s. Gupta Cables Pvt. Thus M/s. Gupta Cables Pvt. Ltd. has acquired valid and marketable title over the land measuring an area A0.054 dec. of Plot No.-2311/3994 under Khata No.-526/1833.

D. I have perused the E.C. for a period of 22 years commencing from 01.01.1995 to 08.05.2016 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is **M/s. Gupta Cables Pvt. Ltd.**

E. I have perused the registered sale deed, mutation R-O-R and up to date rent receipt which clearly proves that M/s. Gupta Cables Pvt. Ltd. is in possession of the subject land.

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F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-1021 dated 26.04.2008 executed by Smt. Rajashree Sarangi in favour of M/s. Gupta Cables Pvt. Ltd., original Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd., original up to date rent receipt, original E.C for 22 years which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.-1021 dated 26.04.2008 executed by Smt. Rajashree Sarangi in favour of M/s. Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1833 recorded in the name of M/s. Gupta Cables Pvt. Ltd.
3. Original up to date E.C.
4. Original Up to date rent receipt.

G. Certificate of Title.

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

Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
2. That, the subject property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.

19.09.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 08.09.2016 & 16.09.2016 and verified the records/ details of the property belonging to **M/s. Gupta Cables Pvt. Ltd.**

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

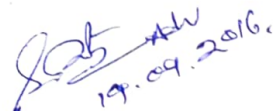
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3. That, I have perused the E.C. for a period of more than 22 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
4. That, there is no prior mortgage of the subject lands.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Cables Pvt. Ltd.**

I certify that mortgagor **M/s. Gupta Cables Pvt. Ltd.** represented through its Director **Sri Jitendra Mohan Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 18.09.2016.


19.09.2016.
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.	No.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Home stead.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.
12.	In case of Societies/ Associations, verify the requisite resolutions, bye laws, power to borrow, encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuines of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.

19.09.2016

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.

[Signature]
19.09.2016

SRI SANTOSH KUMAR MOHANTY
M.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.

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's
 office/ Tahasil office at Khurda on 08.09.2016 & 15.09.2016 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ Tahasil/ SRO:- Khurda, P.S:- Khurda, P.S No:- 118, Mouza:-
 Makundaprasad, **Mutation Khata No.:- 526/2145, Plot No.-2310/3421 area**
A0.090 dec. Kisam:- Homestead which is bounded as follows:-

North:- Government Land,
East :- Manorama Rout,

South:- Road,
West :- Bijayalaxmi Parija.

Further, I certify as under:

1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.090 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:- 19.09.2016.

Signature of the Advocate.

Santosh Kumar Mohanty
 19.09.2016

ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	27.02.1962.	R-O-R bearing Khata No.-305 recorded in the names of Biku Khan and others.	Xerox copy.
2.	15.02.1982.	Registered sale deed bearing Document No.-641 executed by Biku Khan in favour of Smt. Sulochana Pradhan.	Xerox copy.
3.	06.03.1998.	Registered sale deed bearing No.-531 executed by Smt. Sulochana Pradhan in favour of Smt. Rashmirani Pattanaik.	Original.
4.	15.07.2006.	Mutation R-O-R bearing Khata No.-526/1237 recorded in the name of Smt. Rashmirani Pattanaik.	Original.
5.	03.04.2008.	Registered Power of Attorney bearing No.-1089 executed by Smt. Rashmirani Pattanaik in favour of Sri Sibabrata Acharya.	Original.
6.	22.08.2008.	Registered sale deed bearing No.-2476 executed by Smt. Rashmirani Pattanaik in favour of M/s. Gupta Cables Pvt. Ltd.	Original.
7.	07.11.2015.	Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd.	Original.
8.	22.05.2016.	Rent receipt bearing No.-AAJ 9143919.	Original.
9.	30.06.2016.	E.C. bearing No.- 3147/2016	Original.
10.	28.06.2016.	E.C. bearing No.- 1142016006766.	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.:- 526/1631, Plot No.-2310/3421.	A0.090 dec.	Mouza:- Makundaprasasd, P.S/Dist.:- Khurda,	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 16 YEARS.

I have perused the original title documents of the intending borrower / mortgagor M/s. Gupta Power Infrastructure Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 40 years which is given as follows.

R-O-R bearing Khata No.-305 recorded in the name of Biku Khan and others.

Originally Khata No.-305 was recorded jointly in the names of Biku Khan, Hamid Khan sons of Lal Khan and Nasar Khan son of Hadu Khan

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finally published on 27.02.1962. Hence all the recorded owners had jointly acquired valid right, title interest and possession over the land under Khata No.-305. As per the mutual partition Biku Khan was in possession of the land measuring an area A0.415 dec. of Plot No.-2310 under Khata No.-305.

Registered Sale deed bearing Document No.-641 dated 15.02.1982.

In order to meet his legal necessity Biku Khan had sold measuring an area A0.415 dec. from Plot No.-2310 of Khata No.-305 to one Smt. Sulochana Pradhan vide registered sale deed bearing No.-641 dated 15.02.1982 and delivered the possession to her. Thus Smt. Sulochana Pradhan had acquired valid right, title, interest and possession over the land measuring an area A0.415 dec. of Sabik Plot No.-2310 of Sabik Khata No.-305. I want to clarify that after purchase Smt. Smt. Sulochana Pradhan had not taken any step to mutate her name in the revenue record of rights.

Registered sale deed No.-531 dated 06.03.1998.

In order to meet her legal necessity, Smt. Sulochana Pradhan had sold the land measuring an area A0.090 dec. out of A0.415 dec. from Plot No.-2310 of Khata No.-305 to Smt. Rashmirani Pattanaik by virtue of registered sale deed bearing Document No.-531 dated 06.03.1998 and delivered the possession her. Thus Smt. Rashmirani Pattanaik had acquired valid, right, title, interest and possession over the Khata No.-305 having Plot No.-2310 measuring an area A0.090 dec.

Mutation R-O-R bearing Khata No.-526/1237 recorded in the name of Smt. Rashmirani Pattanaik.

After purchase Smt. Rashmirani Pattaniak had taken step to mutate her name in the revenue record of rights. The Tahasildar, Khurda, after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1237 in the name of Smt. Rashmirani Pattanaik. Thus Smt. Rashmirani Pattanaik had acquired valid right, title, interest and possession over the land measuring an area A0.090 dec. of Plot No.-2310/3421.

19.08.2016

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Registered General Power of Attorney bearing Document No.-1089 dated 30.04.2008.

With an intention to sale the subject land, Smt. Rashmirani Pattanik had executed a registered General Power of Attorney bearing No.-1089 dated 30.04.2008 in favour of one Sri Sibabrata Achariya. In the said registered general power of attorney, Smt. Rashmirani Pattanaik had given power to sale the land with other consequential powers. The party has supplied the original general power of attorney. I have also verified the same from the office of the Sub-Registrar, Khurda and found that the same is in order and properly stamped.

Registered Sale deed bearing No.-2476 dated 22.08.2008.

In order to meet her legal necessity Smt. Rashmirani Pattanaik through her attorney holder Sri Sibabrata Achariya had sold the land measuring an area A0.090 dec. from Plot No.-2310/3421 of Khata No.-526/1237 to the present intending borrower/ mortgagor M/s. Gupta Cables Pvt. Ltd. vide registered sale deed bearing No.-. 2476 dated 22.08.2008 and delivered the possession to the said company. Thus by virtue of aforesaid registered sale deed, M/s. Gupta Cables Pvt. Ltd. has acquired valid right, title, interest and possession over the land measuring an area A0.090 dec. of Plot No.-2310/3421 under Khata No.-526/1237.

Mutation R-O-R bearing Khata No.-526/1631 recorded exclusively in the name of M/s. Gupta Cables Pvt. Ltd.

After purchase M/s. Gupta Cables Pvt. Ltd. has taken step to mutate its name in the revenue record of rights. Accordingly, the Tahasildar, Khurda, after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1631 having Plot No.-2310/3421 in the name of M/s. Gupta Cables Pvt. Thus M/s. Gupta Cables Pvt. Ltd. has acquired valid and marketable title over the land measuring an area A0.090 dec. of Plot No.-2310/3421 under Khata No.-526/1631.

19.08.2008
 19.08.2008
 19.08.2008

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
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D . I have perused the E.C. for a period of 33 years commencing from 01.01.1984 to 03.08.2015 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is **M/s. Gupta Cables Pvt. Ltd.** I want to clarify that I have already submitted the LSR of the subject property for M/s. Gupta Power Infrastructure Ltd. for an area A0.085 dec. and at the time of submission of the said LSR, I have already attached the relevant E.C. in the said LSR. As the E.C. was drawn in the original plot number the same E.C. may kindly be used for the present case.

E. I have perused the registered sale deed, mutation R-O-R and up to date rent receipt which clearly proves that M/s. Gupta Cables Pvt. Ltd. is in possession of the subject land.

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-2476 dated 22.08.2008 executed by Smt. Rashmirani Pattanaik in favour of M/s. Gupta Cables Pvt. Ltd., original Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd., original up to date rent receipt, original E.C for 33 years which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.-2476 dated 22.08.2008 executed by Smt. Rashmirani Pattanaik in favour of M/s. Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd.
3. Original up to date E.C.
4. Original Up to date rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.

19.08.2016

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M.A. L.L.B.
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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 being the Director of M/s. Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
2. That, the subject property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

Satish Kumar
19.09.2016

SRI SANTOSH KUMAR MOHANTY,
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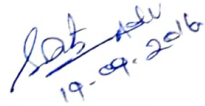
I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 08.09.2016 & 16.09.2016 and verified the records/ details of the property belonging to **M/s. Gupta Cables Pvt. Ltd.**
3. That, I have perused the E.C. for a period of more than 33 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
4. That, there is no prior mortgage of the subject lands.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Cables Pvt. Ltd.**

I certify that mortgagor **M/s. Gupta Cables Pvt. Ltd.** represented through its Director **Sri Jitendra Mohan Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 19.09.2016.


 Signature of the Advocate.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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 MOBILE:-9853406680.

ANNEXURE – II

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

1.	Nature of Title (ownership/Lease hold/ Occupancy Govt. Grant/ allotments etc.	Stitiban.
2.	If lease hold, whether a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the lease hold right. c) Duration of the Lease/ Unexposed period of lease. d) If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by Sub-lessee also.	Not Applicable.
3.	If Govt. grant/ allotment/ Lease-cum / Sale Agreement, Whether; a) Grant/ agreement etc. provides for alienable rights to The mortgagor with or without conditions. b) The mortgage is competent to create charge on such Property.	Not Applicable.
4.	If occupancy right, whether; a) Such right is heritable and transferable b) Mortgage can be created.	Not Applicable.
5.	a) Whether provisions of Urban Land Ceiling Act applicable /permission obtained. b). Whether no objection certificate under the Income Tax Act is required / obtained. c) Whether records with the Registrar of Assurances verified (if applicable)	Not Applicable.
6.	Whether there are claims from Minor/s and his/their interest in the property/ies. Specify the share of minor/s with name.	No.
7.	In case of Agricultural land, the position regarding creation and enforceability with regard to Local laws.	Not Applicable.
8.	In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Home stead.
9.a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
b).	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	Not Applicable.
c)	Whether the partition made is valid in law ?	Not Applicable.
10.a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
b)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	Not Applicable.
11.	In case of Limited Company, verify the Borrowing Powers, Resolution, authority to create mortgage/ execution of documents, any prior changes with the ROC, MOA/AOA, provision for common seal etc.	Not Applicable.
12.	In case of Societies/ Associations, verify the requisite resolutions, bye laws, power to borrow, encumbrances etc.	Not Applicable
13	In case of POA holder, verify the genuines of the Power of POA and the extent of the powers. Whether the POA is properly executed/stamped/ authenticated/enforceable as per the Law of the place.	Not Applicable.

19-09-2016

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.

Signature
19.09.2016

SRI SANTOSH KUMAR MOHANTY,
M.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.

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's
 office/ Tahasil office at Khurda on 08.09.2016 & 15.09.2016 and verified the
 details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist./ Tahasil/ SRO:- Khurda, P.S:- Khurda, P.S No:- 118, Mouza:-
 Makundaprasad, **Mutation Khata No:- 526/1631, Plot No.-2313/3353,**
area A0.275 dec. which is bounded as follows:-

North:- Plot No.-2313,
East :- Plot No.-2312,

South:- Plot No.- 2325,
West :- Plot No.-2313.

Further, I certify as under:

1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Power Infrastructure Ltd.,**
 measuring an area **A0.275 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:- 19.09.2016.


Signature of the Advocate.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	27.02.1962.	R-O-R bearing Khata No.-85 recorded in the name of Kumara Barik and others.	Xerox copy.
2.	16.06.1997.	Registered sale deed bearing Document No.-1596 executed by Sri Golakha Barik and another in favour of General Secretary, Bidyut Club of Haladia.	Original.
3.	04.02.2006.	R-O-R bearing Khata No.-526/1180 recorded in the name of General Secretary, Bidyut Club of Haladia.	Original.
4.	17.03.2008.	Authorisation Letter bearing No.-3561/BC/08 issued by General Secretary Bidyut Club to the Sub-Registrar, Khurda regarding authorization to sale the property.	Original.
5.	17.03.2008.	Registered General Power of attorney bearing Document No.-43 executed by the General Secretary, Bidyut Club, Haladia in favour of Sri Sibabrata Achariya.	Original.
6.	27.03.2008.	Registered sale deed bearing Document No.-595 executed by the General Secretary, Bidyut Club, Haladia in favour of M/s. Gupta Cables Pvt. Ltd.	Original.
7.		Entire order sheet passed by Tahasildar in Mutation Case No.-977/2004.	Xerox copy.
8	02.11.2015.	Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd.	Original.
9.	22.05.2016.	Rent receipt bearing No.-AAJ 9143919.	Original.
10.	30.06.2009.	E.C. bearing No.-1383/2009.	Original.
11.	10.09.2015.	E.C. bearing No.-2245/2015.	Original.
12.	09.10.2015.	E.C. bearing No.-1142015002150.	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	R-O-R bearing Khata No.- 526/1631, Plot No.-2313/3353.	A0.275 dec.	Mouza:- Makundaprasasd, P.S/Dist.:- Khurda,	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 40 YEARS.

I have perused the original and Xerox copies of the title documents of the intending borrower / mortgagor M/s. Gupta Cables Pvt. Ltd. supplied by the bank. I have traced the title of the present intending borrower/ mortgagor for the last 40 years which is given as follows.

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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R-O-R bearing Khata No.-85 recorded in the name of Sri Kumara Barik and others.

Originally Khata No.-85 was recorded jointly in the names of Sri Kumara Barik son of Puta Barik, Ananda Barik son of Pathani Barik, Chama Rana son of Bhikari Rana and Udia Rana son of Chinta Rana finally published on 27.02.1962. Hence Sri Kumara Barik and others had jointly acquired valid right, title interest and possession over the land under Khata No.-85. I want to clarify that each of the co-sharer have 1/4th interest over the Khata No.-85.

The recorded owner Kumara Barik died leaving behind his two sons namely Golakha Barik and Satyanarayan Barik having equal share over the share of Kumara Barik. Thus after the death of Kumara Barik, his two sons Golakha Barik and Satyanarayan Barik have acquired valid right, title, interest and possession over the land under Khata No.-85 each having 50% share over the share of Kumara Barik.

Another recorded owner Ananda Barik had sold his entire share over the Khata No.-85 to one Khetrabasi Mohapatra. Therefore the name of Ananda Barik has been deleted and in his place, the name of Khetrabasi Mohanpatra has been included. Thus Sri Khetrabasi Mohapatra had acquired valid right, title, interest and possession over the land bearing Khata No.-85.

Proof of Amicable Partition.

From the R-O-R bearing Khata No.-85, it is found that Ananda Barik had sold his interest to Khetrabasi Mohapatra prior to other transaction. He had sold the land on the basis of the amicable partition. Similarly, one of the son of Kumara Barik, namely Satyanarayan Barik has also sold his share out of the share of Kumara Barik wherein he has also admitted the fact of amicable partition. Sri Satyanarayan Barik has also given his consent in the sale deed executed by Galokha Barik and Khetrabasi Mohapatra in favour of General Secretary, Bidyut Club. Therefore from the above facts, it is proved that the land has been partitioned amicably among the co-sharers and all the co-sharers were in possession over their respective share of the property.

19.09.2016

SRI SANTOSH KUMAR MOHANTY,
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Registered sale deed bearing Document No.-1596 dated 16.06.1997.

In order to meet their legal necessity, Golakha Barik and Khetrabasi Mohapatra have jointly sold measuring an area A0.360 dec. out of their total share A0.778 dec. from Plot No.-2313 of Khata No.-85 to General Secretary, Bidyut Club, Haladia vide registered sale deed bearing No.-1596 dated 16.06.1997 and delivered the possession to the club. Thus General Secretary, Bidyut Club had acquired valid right, title, interest and possession over the land measuring an area A0.360 dec. out of A2.075 dec. from Plot No.-2313 by virtue of aforesaid registered sale deed. The sale deed is valid in law as the recorded owners had transferred the land within their share.

Mutation R-O-R bearing Khata No.-526/1180 recorded exclusively in the name of General Secretary, Bidyut Club, Haladia.

After purchase General Secretary, Bidyut club, Haladia had taken step to mutate its name in the revenue record of rights. The Tahasildar, Khurda after following due procedure of law has issued separate R-O-R bearing Khata No.-526/1180 exclusively recorded in the name of General Secretary, Bidyut club, Haladia. Thus General Secretary, Bidyut club, Haladia has acquired valid right, title, interest and possession over the land under Mutation Khata No.-526/1180 having Plot No.-2313/3353 measuring an area A0.360 dec. which corresponds to 1962 Settlement Khata No.-85, Plot No.-2313.

Letter bearing No.-3562/BC/08 dated 17.03.2008 issued by General Secretary Bidyut Club.

As it was decided that the property owned by Bidyut Club will be sold to M/s. Gupta Cables by the Executive of the Organization, hence a letter was issued by the General Secretary, Bidyut Club to the Sub-Registrar, Cuttack vide Letter No.-3561/BC/08 dated 17.03.2008 authorizing the General Secretary, Bidyut Club to execute the sale deed for selling of A0.360 dec. of land of Mouza:- Makundaprasad.

Registered General Power of Attorney bearing No.-43 dated 17.03.2008.

19.04.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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With an intention to sale the land to the prospective buyer and to look after the property under Khata No.-526/1180 and with other consequential powers, the recorded owner General Secretary, Bidyut club, Haladia had executed a registered general power of attorney bearing No.-43 dated 17.03.2008 in favour of one Sri Sibabrata Achariya. The party has submitted the original of the registered power of attorney bearing No.-43 dated 17.03.2008 which has been duly executed and properly stamped.

Registered sale deed bearing Document No.-595 dated 27.03.2008.

In order to meet its legal necessity, General Secretary, Bidyut club, Haladia, through his attorney holder Sri Sibabrata Achariya, had sold the land measuring an area A0.360 dec. of Khata No.-526/1180 having Plot No.-2313/3353 to M/s. Gupta Cables Pvt. Ltd. vide registered sale deed bearing No.-595 dated 27.03.2008 and delivered the possession to the company. Thus M/s. Gupta Cables Pvt. Ltd. had acquired valid right, title, interest and possession over the land under Khata No.-526/1180.

Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd.

After purchase M/s. Gupta Cables Pvt. Ltd. had taken step to mutate its name in the revenue record of rights. The Tahasildar, Khurda after following due procedure of law and verifying the records had issued a separate R-O-R bearing Khata No.-526/1631 having Plot No.-2313/3353 measuring an area A0.275 dec. in the name of M/s. Gupta Cables Pvt. Ltd. I want to clarify that after purchase an area A0.360 dec. M/s. Gupta Cables Pvt. Ltd had sold measuring an area A0.085 dec. to M/s. Tirupati Conductors vide registered sale deed No.- 2294 dated 29.07.2008 and delivered the possession to the said company. Therefore an area of A0.275 dec. has been recorded in the name of M/s. Gupta Cables Pvt. Ltd though it had purchased an area A0.360 dec. Thus M/s. Gupta Cables has acquired valid and marketable title over the land measuring an area A0.275 dec.

19.09.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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D. I have perused the E.C. for a period of 33 years commencing from 01.01.1984 to 03.08.2015 from the Sub-register office, Khurda. From the said E.C. it is clear that there is no encumbrance of the subject property and the present declared owner is **M/s. Gupta Cables Pvt. Ltd.** I want to clarify that I have already submitted the LSR of the subject property for M/s. Gupta Power Infrastructure Ltd. for an area A0.085 dec. and at the time of submission of the said LSR, I have already attached the relevant E.C. in the said LSR. As the E.C. was drawn in the original plot number the same E.C. may kindly be used for the present case.

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

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.- 595 dated 27.03.2008 595 dated 27.03.2008 executed by General Secretary, Bidyut Club in favour of M/s. Gupta Cables Pvt. Ltd., original Mutation R-O-R bearing Khata No.- 526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd., original up to date rent receipt, original E.C for 33 years which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Original registered sale deed bearing Document No.-595 dated 27.03.2008 595 dated 27.03.2008 executed by General Secretary, Bidyut Club in favour of M/s. Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1631 recorded in the name of M/s. Gupta Cables Pvt. Ltd.
3. Original up to date E.C.
4. Original Up to date rent receipt.

G. Certificate of Title.

1. The party has an absolute, clear and marketable title over the property in question proposed to be mortgaged.

19.09.2016

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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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 being the Director of M/s. Gupta Cables Pvt. Ltd. has to submit an affidavit touching the following points.

1. That, the company has not availed any loan or financial assistance from any other bank/ financial institution prior to this keeping the subject properties as mortgage.
2. That, the subject property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
10. That, the loan amount will be utilized only for the business purpose for which the same is sanctioned and he will not utilize the same any other purpose.

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

SRI SANTOSH KUMAR MOHANTY,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

PH:- (0671)2527516.
 MOBILE:-9853406680.

I have gone through the original copies of the documents relating to the property intended to be mortgaged and offered as security by way of simple/ equitable mortgage and that the original documents of title referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Thasil and Registrar/ Sub-registrar's Office at Khurda, on 08.09.2016 & 15.09.2016 and verified the records/ details of the property belonging to **M/s. Gupta Cables Pvt. Ltd.**
3. That, I have perused the E.C. for a period of more than 33 years and from the said E.C. it can be opined that there are no encumbrances of the subject property.
4. That, there is no prior mortgage of the subject lands.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.
9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **M/s. Gupta Cables Pvt. Ltd.**

I certify that mortgagor **M/s. Gupta Cables Pvt. Ltd.** represented through its Director **Sri Jitendra Mohan Gupta** can create valid and marketable mortgage in favour of the bank keeping the above mentioned original documents before the bank.

Place:- Cuttack.

Date: 19.09.2016.

Signature of the Advocate.

[Handwritten Signature]
 19.09.2016