

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 charges 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, endowments etc.	Not Applicable
13.	In case of POA's etc, verify the genuineness of the Power of POA and the extent of the powers. Whether the POA is properly executed/ stamped/ authenticated/ enforceable as per the Law of the place.	Not Applicable

17.07.2016

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.

19.09.2016

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

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

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.-2311/3996 area**
A0.054 dec. Kisam:- Homestead which is bounded as follows:-

North:- Govt. Land,
East :- Road,

South:- Govt. Land,
West :- Manorama Rout.

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]
 19.09.2016
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.	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.-526 executed by Smt. Sulochana Pradhan in favour of Sri Jyotiprakash Dalai.	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2702 executed by Sri Jyotiprakash Dalai in favour of Sri Sibabrata Acharya.	Original.
5.	27.03.2008.	Registered sale deed bearing No.-587 executed by Sri Jyotiprakash Dalai 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.-2311/3996.	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,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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

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.-526 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 Jyotiprakash Dalai vide registered sale deed bearing No.- 526 dated 06.03.1998 and delivered the possession to him. Thus by virtue of aforesaid registered sale deed, Sri Jyotiprakash Dalai 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.-2702 dated 22.02.2008.

With an intention to sale the subject land, Sri Jyotiprakash Dalai had executed a registered General Power of Attorney bearing No.-2702 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 general power

19.09.2016

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.-587 dated 27.03.2008.

In order to meet his legal necessity Sri Jyotiprakash Dalai 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.-587 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.-2311/3996 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.-2311/3996 under Khata No.-526/1833.

19.09.2016

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.

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

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

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-587 dated 27.03.2008 executed by Sri Jyotiprakash Dalai 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.-587 dated 27.03.2008 executed by Sri Jyotiprakash Dalai 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.
3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal

19.09.2018

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.

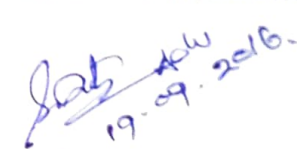
PH.:- (0671)2527516.
MOBILE:-9853406680.

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.

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.	Stritiban.
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.

Satish
19.09.2026

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.

Lat
19-09-2016

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

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

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.-2311/3997 area**
A0.054 dec. Kisam:- Homestead which is bounded as follows:-

North:- Road, **South:-** Golekha Barik & others,
East :- Niharanjan Mishra, **West :-** Jyotiprakash Dalai.

Further, I certify as under:

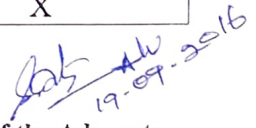
1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.054 dec.** as per the Title Deeds and verified by me in the
 office of Register/ Sub register.

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.

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

PH:- (9671)2527516,
MOBILE:-9853406680.

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.-525 executed by Smt. Sulochana Pradhan in favour of Sri Rabindranath Biswal.	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2700 executed by Sri Rabindranath Biswal in favour of Sri Sibabrata Acharya.	Original.
5.	27.03.2008.	Registered sale deed bearing No.-588 executed by Sri Rabindranath Biswal 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.-2311/3997.	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

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.-524 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 Rabindranath Biswal vide registered sale deed bearing No.- 525 dated 06.03.1998 and delivered the possession to him. Thus by virtue of aforesaid registered sale deed, Sri Rabindranath Biswal 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.-2701 dated 22.02.2008.

With an intention to sale the subject land, Sri Rabindranath Biswal had executed a registered General Power of Attorney bearing No.- 2700 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

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

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

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.-588 dated 27.03.2008.

In order to meet his legal necessity Sri Rabindranath Biswal 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.-590 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.-2311/3997 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.-2311/3997 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.

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

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

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-588 dated 27.03.2008 executed by Sri Rabindranath Biswal 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.-588 dated 27.03.2008 executed by Sri Rabindranath Biswal 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: 29-09-2016

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

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

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.

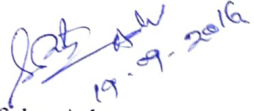
PH.:- (0671)2527516.
MOBILE:-9853406680.

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.


19-9-2016
Signature of the Advocate.

2

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.

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.


 19.09.2016

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

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

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 area**
A0.054 dec. Kisan:- Homestead which is bounded as follows:-

North:- Road,

South:- Golekha Barik,

East :- Sitakanta Mohanty,

West :- Niharranjan Mishra.

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.

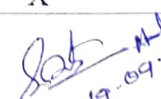
OR

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.


19-09-2016
Signature of the Advocate.

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

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

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.-524 executed by Smt. Sulochana Pradhan in favour of Sri Subash Chandra Mohanty.	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2701 executed by Sri Subash Chandra Mohanty in favour of Sri Sibabrata Acharya.	Original.
5.	27.03.2008.	Registered sale deed bearing No.-590 executed by Sri Subash Chandra Mohanty 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.	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,
M.A. L.L.B.
ADVOCATE, ORISSA HIGH COURT.

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

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.-524 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 Subash Chandra Mohanty vide registered sale deed bearing No.- 526 dated 06.03.1998 and delivered the possession to him. Thus by virtue of aforesaid registered sale deed, Sri Subash Chandra 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.-2701 dated 22.02.2008.

With an intention to sale the subject land, Sri Subash Chandra Mohanty had executed a registered General Power of Attorney bearing No.- 2701 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

*Lab
19.09.2016*

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

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

the land with other consequential powers. The party has supplied the original 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.-590 dated 27.03.2008.

In order to meet his legal necessity Sri Subash Chandra 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.-590 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 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 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.

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

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

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-590 dated 27.03.2008 executed by Sri Subash Chandra Mohanty 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.-590 dated 27.03.2008 executed by Sri Subash Chandra Mohanty 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.

19.09.2008

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

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

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.

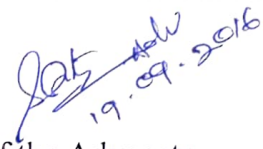
PH:- (0671)2527516.
MOBILE:-9853406680.

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.

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.

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.

Lot
19.09.2016

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

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

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.-2311/3993 area**
A0.101 dec. Kisam:- Homestead which is bounded as follows:-

North:- Government Land,
East :- Smrutiranjana Sarangi,

South:- Road & Raj Kishore Rout,
West :- Jyotiprakash Dalai.

Further, I certify as under:

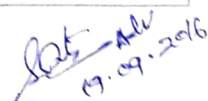
1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.101 dec.** as per the Title Deeds and verified by me in the
 office of Register/ Sub register.

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.

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

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

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.	09.10.1997.	Registered Power of Attorney bearing No.-110 executed by Sri Sisir Kumar Pradhan and others in favour of Sri Sibabrata Achariya.	Original.
4.	31.10.2007.	Registered sale deed bearing No.-2626 executed by Sri Sisira Kumar Pradhan and others 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.-2310/3993.	A0.101 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 finally published on 27.02.1962. Hence all the recorded owners had jointly

Handwritten signature and date: 29.12.16

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

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

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 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.

I want to clarify that in the mean time Smt. Sulochana Pradhan died leaving behind his two sons namely Sri Rashmi Ranjan Pradhan and Sri Nihar Ranjan Pradhan and his husband Sri Sisira Pradhan as her legal heirs. So after the death of Smt. Sulochana Pradhan her legal heirs have acquired valid right, title, interest and possession over the land measuring an area of A0.425 dec. of Plot No.-2311 under Khata No.-305 by virtue of aforesaid registered sale deed.

Registered General Power of Attorney bearing Document No.-110 dated 09.10.2007.

With an intention to sale the subject land, Sri Sisira Pradhan, Rashmi Ranjan Pradhan and Nihar Ranjan Pradhan had jointly executed a registered General Power of Attorney bearing No.-110 dated 09.10.2007 in favour of one Sri Sibabrata Achariya. In the said registered general power of attorney, the executants had given power to sale the land with other consequential powers. The party has supplied the original 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.

19.09.2007
 19.09.2007
 19.09.2007

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

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

Registered Sale deed bearing No.-2626 dated 03.10.2007.

In order to meet their legal necessity Sri Sisira Pradhan and two others through their attorney holder Sri Sibabrata Achariya had jointly sold the land measuring an area A0.101 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.- 2626 dated 31.10.2007 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 A0.101 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.-2311/3993 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 A0.101 dec. of Plot No.-2311/3993 under Khata No.-526/1833.

D. I have perused the E.C. for a period of 22 years commencing from 01.01.1995 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.

F. That, intending borrower M/s. Gupta Cables Pvt. Ltd. has submitted the original registered sale deed bearing Document No.-2626 dated 31.10.2007 executed by Sri Sisira Pradhan and others in favour of M/s.

19-09-2016

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

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

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.-2626 dated 31.10.2007 executed by Sri Sisira Pradhan and others 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.
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.

19.09.2016

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

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

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.**
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.

19.09.2016

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

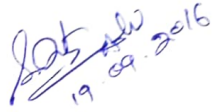
PH:- (0671)2527516.
MOBILE:-9853406680.

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.