

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.

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.-2310/3998 area**
A0.055 dec. Kisam:- Homestead which is bounded as follows:-

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

South:- Road,
West :- Manorama Rout.

Further, I certify as under:

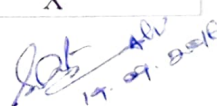
1. That, there is no prior mortgage / charge over the said property by the
owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
an area **A0.055 dec.** as per the Title Deeds and verified by me in the
office of Register/ Sub register.

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.

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.-641 executed by Biku Khan in favour of Smt. Sulochana Pradhan.	Xerox copy.
3.	06.03.1998.	Registered sale deed bearing No.-529 executed by Smt. Sulochana Pradhan in favour of Sri Smruti Ranjan Sarangi.	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2705 executed by Sri Smrutiranjana Sarangi in favour of Sri Sibabrata Acharya.	Original.
5.	27.03.2008.	Registered sale deed bearing No.-591 executed by Sri Smruti Ranjan 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.

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.-2310/3998.	A0.055 dec.	Mouza:- Makundaprasad, 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 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

[Handwritten signature]
19.09.2016

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 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 Plot No.-2310 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 No.-529 dated 06.03.1998.

In order to meet her legal necessity, Smt. Sulochana Pradhan had sold the land measuring an area A0.055 dec. out of A0.415 dec. from Plot No.-2310 of Khata No.-305 to Sri Smruti Ranjan Sarangi by virtue of registered sale deed bearing Document No.-529 dated 06.03.1998 and delivered the possession him. Thus Sri Smruti Ranjan Sarangi had acquired valid, right, title, interest and possession over the Khata No.-305 having Plot No.-2310 measuring an area A0.055 dec. I want to clarify that after purchase Sri Smruti Ranjan Sarangi had not taken any step to mutate his name on the revenue record of rights.

Registered General Power of Attorney bearing Document No.-2705 dated 22.02.2008.

With an intention to sale the subject land, Sri Smruti Ranjan Sarangi had executed a registered General Power of Attorney bearing No.-2705 dated 22.02.2008 in favour of one Sri Sibabrata Achariya. In the said

19.09.2016

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

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

registered general power of attorney, Sri Smruti Ranjan Sarangi 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.

Registered Sale deed bearing No.-591 dated 27.03.2008.

In order to meet his legal necessity Sri Smruti Ranjan Sarangi through his attorney holder Sri Sibabrata Achariya had sold the land measuring an area A0.055 dec. from Plot No.-2310 of Khata No.-305 to present intending borrower/ mortgagor M/s. Gupta Cables Pvt. Ltd. vide registered sale deed bearing No.- 591 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 A0.055 dec. of Plot No.-2310 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.-2310/3998 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 A0.055 dec. of Plot No.-2310/3998 under Khata No.-526/1833.

D.

I have perused the E.C. for a period of 22 years commencing from 01.01.1995 to 20.05.2016 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.**

19-09-2016

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

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

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.-591 dated 27.03.2008 executed by Sri Smruti Ranjan Sarangi in favour of M/s. Gupta Cables Pvt. Ltd., original Mutation R-O-R bearing Khata No.-526/3998 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.-591 dated 27.03.2008 executed by Sri Smruti Ranjan Sarangi in favour of M/s. Gupta Cables Pvt. Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/3998 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.

19.09.2018

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

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

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.

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.

[Handwritten signature]
 19.02.2016

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

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

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.

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.

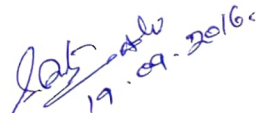
8. Holding /acquisition is in accordance with the provisions of the Land Reforms Act.

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.

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.

*205-40
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.

22/09/2016

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.:- 526/1832, Plot No.-2309/3561 area**
A0.210 dec. Kisam:- Homestead which is bounded as follows:-

North:- Rest part of Plot No.-2309, **South:-** Road,
East :- Plot No.-2310 & 2311, **West :-** Govt. Land.

Further, I certify as under:

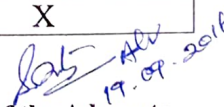
1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Power Infrastructure. Ltd.**,
 measuring an area **A0.210 dec.** as per the Title Deeds and verified by
 me in the office of Register/ Sub register.

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.

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.	23.09.1996.	Registered sale deed bearing Document No.-2830 executed by Mehemood Khan in favour of Sri Ranjan Kumar Behera.	Xerox copy.
3.	06.03.2002.	Registered General Power of Attorney bearing No.-524 executed by Sri Ranjan Kumar Behera in favour of Sri Chandramani Behera.	Xerox copy.
4.	18.09.2002.	Registered Sale deed bearing No.-2182 executed by Sri Ranjan Kumar Behera in favour of Sri Raj Kishore Rout.	Xerox copy.
5.	01.02.2008.	Mutation R-O-R bearing Khata No.-526/1365 recorded in the name of Sri Raj Kishore Rout.	Original.
6.	28.12.2011.	Registered sale deed bearing No.-11141106645 executed by Sri Rajkishore Rout in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
7.	09.11.2015.	Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Power Infrastructure Ltd.	Original.
8.	22.05.2016.	Rent receipt bearing No.-AAJ 9143916.	Original.
9.	19.07.2016.	E.C. bearing No.- 3156/2016.	Original.
10.	19.07.2016.	E.C. bearing No.- 1142016006776.	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.:- 526/1832, Plot No.-2309/3561.	A0.210 dec.	Mouza:- Makundaprasad, P.S/Dist.:- Khurda,	As mentioned in Annexure-III

C. SCRUTINY OF PARTY'S TITLE FOR THE LAST 22 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

Santosh Kumar Mohanty
19-07-2016

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 Nasar Khan was in possession of 50% the land out of total area A1.805 dec. of Plot No.-2309 under Khata No.-305. Thus Nasar Khan had acquired valid right, title, interest and possession of 50% of the Plot No.-2309 of Khata No.-305.

In the mean time Nasar Khan died leaving behind his only son Mehemood Khan. So after the death of Nasar Khan his only son Mehemood Khan had acquired valid right, title, interest and possession over the land of Plot No.-2309 under Khata No.-305.

Registered Sale deed bearing Document No.- 2830 dated 23.09.1996.

In order to meet his legal necessity Nasar Khan had sold measuring an area A0.210.5 dec. from Plot No.-2309 of Khata No.-305 to one Sri Ranjan Kumar Behera vide registered sale deed bearing No.-2830 dated 23.09.1996 and delivered the possession to him. Thus Ranjan Kumar Behera had acquired valid right, title, interest and possession over the land measuring an area A0.210.5 dec. of Plot No.-2309 of Khata No.-305. I want to clarify that after purchase Sri Ranjan Kumar Behera had not taken any step to mutate his name in the revenue record of rights.

Registered General Power of Attorney bearing No.-524 dated 06.03.2002..

With an intention to sale the subject land Sri Ranjan Kumar Behera had executed a registered General Power of Attorney bearing No.-524 dated 06.03.2002. The said registered general power of attorney was duly executed and properly stamped.

Registered sale deed bearing No.-2182 dated 18.09.2002.

In order to meet his legal necessity Sri Ranjan Kumar Behera through his Attorney Holder Sri Chandramani Behera had sold measuring an area A0.210.5 dec. of Plot No.-2309 under Khata No.-305 to Sri Raj Kishore Rout. Thus Sri Raj Kishore Rout had acquired valid right, title, interest and

[Handwritten signature and date 18.09.2016]

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

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

possession over the land measuring an area A0.210.5 dec. of Plot No.-2309 of Khata No.-305 by virtue of aforesaid registered sale deed.

Mutation R-O-R bearing Khata No.-526/1365 recorded in the name of Sri Raj Kishore Rout.

After purchase Sri Rajkishore Rout had taken step to mutate his 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.-526/1365 in the name of Sri Raj Kishore Rout. I want to clarify that though Sri Raj Kishore Rout had purchased the land measuring an area A.210.5 dec., but an area of A0.210 dec. of land has been recorded in his name. Thus Sri Raj Kishore Rout had acquired valid right, title, interest and possession over the land measuring an area A0.210 dec. of Plot No.-2309/3561.

Registered Sale deed bearing No.-11141106645 dated 28.12.2011.

In order to meet his legal necessity Sri Raj Kishore Rout has sold the land measuring an area A0.210 dec. from Plot No.-2309/3561 of Khata No.-526/1365 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing No.- 11141106645 dated 28.12.2011 and delivered the possession to the said company. Thus by virtue of aforesaid registered sale deed, M/s. Gupta Power Infrastructure Ltd. has acquired valid right, title, interest and possession over the land measuring an area A0.210 dec. of Plot No.-2309/3561 under Khata No.-526/1365.

Mutation R-O-R bearing Khata No.-526/1832 recorded exclusively in the name of M/s. Gupta Power Infrastructure Ltd.

After purchase M/s. Gupta Power Infrastructure 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.-526/1832 having Plot No.-2309/3561 in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid and marketable title over the land measuring an area A0.210 dec. of Plot No.-2309/3561 under Khata No.-526/1832.

17.9.2016

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

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

D. I have perused the E.C. for a period of 22 years commencing from 01.01.1995 to 20.05.2016 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 Power Infrastructure 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 Power Infrastructure Ltd. is in possession of the subject land.

F. That, intending borrower M/s. Gupta Power Infrastructure Ltd. has submitted the original registered sale deed bearing Document No.-11141106645 dated 28.12.2011 executed by Sri Raj Kishore Rout in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Power Infrastructure 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.-11141106645 dated 28.12.2011 executed by Sri Raj Kishore Rout in favour of M/s. Gupta Power Infrastructure Ltd.
2. Original Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Power Infrastructure 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.

19.07.2016

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

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

Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Power Infrastructure 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.

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

[Handwritten signature and date 12-9-2016]

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

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

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 Power Infrastructure 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.
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 Power Infrastructure Ltd.**

I certify that mortgagor **M/s. Gupta Power Infrastructure 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.

Satish Kumar
 19.09.2016

Signature of the Advocate.

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

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

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:- 526/1832, Plot No.-2313/3991,**
area A0.72 dec. which is bounded as follows:-

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

South:- Borrower,
West :- Borrower.

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 **A0.072 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.

Satish
 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.-85 recorded in the name of Kumara Barik and others.	Xerox copy.
2.	29.08.1997.	Registered sale deed bearing Document No.-2222 executed by Sri Satyanarayan Barik in favour of Smt. Sumati Mohanty.	Certified copy.
3.	02.09.2008.	Registered sale deed bearing No.-2643 executed by Udayanath Mohanty in favour of M/s. Gupta Power Infrastructure Ltd.	Original.
4.	02.11.2015.	Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Power Infrastructure Ltd.	Original.
5.	22.05.2016.	Rent receipt bearing No.-AAJ 9143916.	Original.
6.	20.07.2016.	E.C. bearing No.-3157/2016.	Original.
7.	20.07.2016.	E.C. bearing No.-1142016006781.	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.- 526/1832, Plot No.-2313/33991.	A0.072 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.

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

15-09-2016

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

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

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 Mohapatra 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.

Registered sale deed bearing Document No.-2222 dated 29.08.1997.

In order to meet their legal necessity, Satyanarayan Barik and has sold measuring an area A0.072 dec. out of their total share A0.778 dec. from Plot No.-2313 of Khata No.-85 to Smt. Sumati Mohanty vide registered sale deed bearing No.-2222 dated 29.08.1997 and delivered the possession to her. Thus Smt. Sumati Mohanty had acquired valid right, title, interest and possession over the land measuring an area A0.072 dec. out of total area A2.075 dec. from Plot No.-2313 by virtue of aforesaid registered sale deed.

Lat
19.09.2016

The sale deed is valid in law as the recorded owners had transferred the land within their share. I want to clarify that the other co-sharers of the property has given their consent to the aforesaid registered sale deed.

As per the recital made in the sale deed bearing No.-2643 dated 02.09.2008, in the mean time Smt. Sumati Mohanty has died leaving behind her two minor daughters namely Soubhagyalaxmi Mohanty and Soubhagyamanjari Mohanty and one minor son namely Ratikanta Mohanty. As both the father and mother were died, hence the grand of the minor children namely Sri Udayanath Mohanty, was appointed by the District Judge, Nayagarh. Therefore Sri Udayanth Mohanty is competent to sale the land on behalf of the minor children of the deceased Smt. Sumati Mohanty. So the transaction is valid as per law.

Registered sale deed bearing No.-2643 dated 02.09.2008.

In order to meet the legal necessity, Sri Udayanath Mohanty being the legal guardian of the legal heirs of the deceased Sumati Mohanty, has sold measuring an area A0.072 dec. from Plot No.-2313 of Khata No.-85 to the present intending borrower/ mortgagor M/s. Gupta Power Infrastructure Ltd. vide registered sale deed bearing No.-2643 dated 02.09.2008 and delivered the possession to the company. Thus M/s. Gupta Power Infrastructure Ltd. had acquired valid right, title, interest and possession over the land measuring an area A0.072 dec. from Plot No.-2313 of Khata No.-85.

Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Power Infrastructure Ltd.

After purchase M/s. Gupta Power Infrastructure 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.-526/1832 having Plot No.-2313/3991 measuring an area A0.072 dec. in the name of M/s. Gupta Power Infrastructure Ltd. Thus M/s. Gupta Power Infrastructure Ltd. has acquired valid and marketable title over the land measuring an area A0.072 dec. of Plot No.-2313/3991 under Khata No.-526/1832.

Sumati Mohanty
19.09.2016

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

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

D. I have perused the E.C. for a period of 22 years commencing from 01.01.1995 to 20.05.2015 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 Power Infrastructure Ltd.**

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 Power Infrastructure Ltd. has submitted the original registered sale deed bearing Document No.- 2643 dated 02.09.2008 executed by Sri Udayanath Mohanty in favour of M/s. Gupta Power Infrastructure Ltd., original Mutation R-O-R bearing Khata No.- 526/1832 recorded in the name of M/s. Gupta Infrastructure 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.-2643 dated 02.09.2008 executed by Sri Udayanath Mohanty in favour of M/s. Gupta Power Infrastructure Ltd.,
2. Original Mutation R-O-R bearing Khata No.-526/1832 recorded in the name of M/s. Gupta Infrastructure 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.

19.09.2016

Sri Jitendra Mohan Gupta being the Director of M/s. Gupta Power Infrastructure 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.**

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

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

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

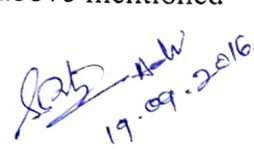
referred to above can only create perfect evidence of title and the property in question can create simple/ equitable mortgage and/ or are deposited in the manner required by law, it can satisfy the requirements of creation of simple/ equitable mortgage and I further certify that:

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 Power Infrastructure 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.
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 Infrastructure Ltd.**

I certify that mortgagor **M/s. Gupta Infrastructure 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.

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.

19.9.2016

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.

Noted
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.-2311/3995 area**
A0.054 dec. Kisam:- Homestead which is bounded as follows:-

North:- Road, **South:-** Golekha Barik and others,
East :- Rajashree Sarangi, **West :-** Subash Ch. Mohanty.
 Further, I certify as under:

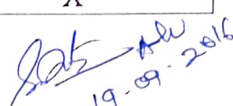
1. That, there is no prior mortgage / charge over the said property by the
 owner of the said property **M/s. Gupta Cables Pvt. Ltd.**, measuring
 an area **A0.054 dec.** as per the Title Deeds and verified by me in the
 office of Register/ Sub register.

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.

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.-530 executed by Smt. Sulochana Pradhan in favour of Sri Sitakanta Mohanty.	Original.
4.	22.02.2008.	Registered Power of Attorney bearing No.-2703 executed by Sri Sitakanta Mohanty in favour of Sri Sibabrata Achariya.	Original.
5.	27.03.2008.	Registered sale deed bearing No.-589 executed by Sri Sitakanta 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.-2311/3995.	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.-530 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 Sitakanta Mohanty vide registered sale deed bearing No.- 530 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.-2703 dated 22.02.2008.

With an intention to sale the subject land, Sri Sitakanta Mohanty had executed a registered General Power of Attorney bearing No.-2703 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

Santosh Kumar Mohanty
19.09.2016

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.-589 dated 27.03.2008.

In order to meet his legal necessity Sri Sitakanta 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.-589 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.-2311/3995 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.-2311/3995 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.

19-09-2016

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.-589 dated 27.03.2008 executed by Sri Sitakanta 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.-589 dated 27.03.2008 executed by Sri Sitakanta 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.
3. That, he has verified the legal aspect of the subject property and the scheduled property is not under attachment in any civil, criminal

19.09.2016

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

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

4. and revenue proceeding and the land in question are not the subject matter of any dispute in any court of law.
5. That, the property is free from any encumbrances what so ever.
6. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
7. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
8. That, the company is the absolute owner of the property and schedule of property along with boundary is to be mentioned.
9. That, the documents supplied by him are genuine and originals.
10. That, he will not sell, transfer or alienate the scheduled property unless and until the entire loan amount is liquidated.
11. 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.**

Handwritten signature and date: 19.09.2016

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

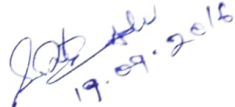
PH:- (0671)2527516.
MOBILE:-9853406680.

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.