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SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A L.L.B.

PH.:- 9861132541
9439767583

ADVOCATE, ORISSA HIGH COURT.

ANNEXURE – II

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

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

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

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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE-III

CERTIFICATE.

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

To,

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Odapada and Sub- Register Office at Dhenkanal on dated 22/07/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Dhenkanal, Tahasil:- Odapada, No.- 183, P.S:- Dhenkanal Sadar, P.S. No.:- 107, Mouza:- Kottam, Mutation Khata No.:- 171/64, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec.. Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec.,Kisam:- Gharabari which corresponds to Consolidation Khata no.- 136, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec. Total four plots measuring an area of A7.670dec which are bounded by as follows:

Plot No-1940,Boundaries:-

NORTH:- Road,
SOUTH:-Plot No.-1941.
EAST:- Plot No.- 1939,
WEST:- Nayan Jori,

Plot No-1941,Boundaries:-

NORTH:- Road,
SOUTH:-Plot No.- 1943.
EAST:- Plot No.- 1932.
WEST:- Plot No.- 1945,

Plot No-1942,Boundaries:-

NORTH:- River,
SOUTH:-Govt. Land.
EAST:- Plot No.- 1941 & 1943
WEST:- Plot No.- 1956,

Plot No-1943,Boundaries:-

NORTH:- Road,
SOUTH:-Akula Sahoo.
EAST:- Plot No.- 1931,
WEST:- Nayan Jori,

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ADVOCATE, M.A L.L.B.

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Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner **Sri Abhisek Gupta**, owner of the said property measuring total area **A7.670dec**. 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:- 25/07/2016

Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A L.L.B.

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ADVOCATE, ORISSA HIGH COURT.

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.	31/05/1984	Consolidation R-O-R bearing Khata No.136 recorded in the name of Rama Dehuri, S/o- Kanhu Dehuri and Hari Dehuri, S/o- Satrughana Dehuri	Xerox copy.
4.	04/06/2007	Regd. Sale Deed bearing No.- 2493 executed by Hari Dehuri, S/o- Late Satrughana Dehuri and Nakaphodi Dehuri, S/o- Rama Dehuri in favour of Sri Balabhadra Dehuri.	Original
	09/01/2009	Regd. Cancellation Sale Deed bearing No.- 169 executed by Hari Dehuri, S/o- Late Satrughana Dehuri and Nakaphodi Dehuri, S/o- Rama Dehuri in favour of Sri Balabhadra Dehuri.	Original
	09/01/2009	Regd. Sale Deed bearing No.- 168 executed by Hari Dehuri, S/o- Late Satrughana Dehuri and Nakaphodi Dehuri, S/o- Rama Dehuri and Marua Dehuri, in favour of Sri Abhisekh Gupta.	Original
5.	05/08/2010	Mutation Order copy vide Mutation case No.- 454/2010.	Original.
	01/10/2010	OLR Conversion premium paid receipt vide No.- 675605	Original.
	03/06/2009	Rent Receipt No.- AM144151	Original.
6.	04/06/2009	E.C. bearing No.-1387 from 01/01/1995 to 16/02/2009	Original.
	30/09/2010	E.C. bearing No.-2029 from 01/01/1998 to 31/12/2009	Original.
	01/10/2010	E.C. bearing No.-EC503009100015 from 07/01/2010 to 30/09/2010	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Mutation R-O-R bearing Khata No.:-171/64, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec.,	A7.760dec.	Mouza:- Kottam, P.S.:- Dhenkanal, Dist.:- Dhenkanal	As mentioned in Annexure-III

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

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisekh Gupta for the last 13 years which is given as follows.

Originally the property was jointly recorded in the names of Rama Dehuri, S/o- Kanhu Dehuri, and Hari Dehuri, S/o- Satrughana Dehuri, under Consolidation Khata No.-136, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec., total four numbers of plots measuring an area of A7.670dec. So Rama Dehuri, S/o- Kanhu Dehuri, and Hari Dehuri, S/o- Satrughana Dehuri have jointly acquired valid right, title, interst and possession over the khata No.-136, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec.,

In the mean time one of the recorded tenant Rama Dehuri has died leaving behind his son namely Nakaphodi Dehuri and one daughter Marua Dehuri. Though the party has not submitted the legal heir certificate of the deceased Rama Dehuri but from the Regd. Sale Deed and Mutation order it is prove that Rama Dehuri had one son namely Nakaphodi Dehuri and one daughter Marua Dehuri.

In order to meet their legal necessity Nakaphodi Dehuri and Hari Dehuri had jointly executed a Regd. Sale Deed bearing No.2493 dated 04/06/2007 in favour of Sri Balabhadra Dehuri, S/o- Artabandhu Dehuri. Though the other legal heir namely Marua Dehuri daughter of Rama Dehuri was alive but she had not executed any Regd. Sale Deed. Subsequently Nakaphodi Dehuri and Hari Dehuri were cancelled the Regd. Sale Deed

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bearing No.- 2493 earlier executed on 04/06/2007 vide cancellation deed No.- 169 dated 09/01/2009. Therefore the title again remains in the hands of Nakaphodi Dehuri, Marua Dehuri and Hari Dehuri.

In order to meet their legal necessity Hari Dehuri and Nakaphodi Dehuri and Marua Dehuri had jointly executed another Regd. sale deed bearing No.- 168 dated 09/01/2009 in favour of Sri Abhisekh Gupta from Khata No.-136, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec., total four numbers of plots measuring an area of A7.670dec and delivered the possession to him..

After purchase, the purchaser Sri Abhisek Gupta has taken steps to mutate his name and to convert the agricultural land into Homestead land before the revenue authority and accordingly Tahasildar has issued a separate Mutation ROR bearing Khata no.- 171/64, Plot No-1940, area A0.560 dec, Plot No-1941, area A1.810dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec, in his name with kissam of land Homestead. Thus Sri Jitendra Mohan Gupta has acquired valid and marketable title over the Khata no.- Khata no.- 171/64, Plot No-1940, area A0.560 dec, Plot No-1941, area A1.810dec., Plot No-1942, area A3.880 dec., and Plot No-1943, area A1.420 dec. Thus Sri Abhisek Gupta had acquired valid right, title interest and possession over the subject property

D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1995 to 30/09/2010 from the said E.C., it clear that there is no further encumbrance of the subject property in favour of anybody else, after the subject property is purchased and mutated in the name of Sri Abhisek Gupta. I have personally verified the title documents from the Sub-Registrar Office, Dhenkanal from 01/01/2010 till date. **The Bank is advised to collect Up-to-date EC commencing from 01/01/2010 till today from the party.**

E. I have perused the original registered sale deed which clearly proves that Sri Abhisek Gupta. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

SRI DILLIP KUMAR MOHARANA,
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F. That, the intending borrower/ mortgagor Sri Abhisek Gupta has submitted Regd. sale deed bearing No.-168 dated 09/01/20097 executed by Hari Dehuri, Nakaphodi Dehuri and Marua Dehuri in favour of Sri Abhisek Gupta, Original rent receipt and E.C which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Regd. sale deed bearing No.-168 dated 09/01/2007 executed by Hari Dehuri, Nakaphodi Dehuri and Marua Dehuri in favour of Sri Abhisek Gupta.
2. Regd. sale deed bearing No.-2493 dated 04/06/2007 executed by Hari Dehuri, Nakaphodi Dehuri in favour of Sri Balabhadra Dehuri.
3. Regd. Cancellation sale deed bearing No.-169 dated 09/01/2009 executed by Hari Dehuri, Nakaphodi Dehuri in favour of Sri Balabhadra Dehuri.
4. Original Mutation R-O-R.
5. Original Order sheet of Mutation Case, Conversion premium payment receipt.
6. Original up-to-date E.C .
7. Original up to date rent receipt.

G. Certificate of Title.

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

2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

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

Sri Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.

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

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

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

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's Office at Dhenkanal on 22/7/2016 and Tahasil Office at Odapada verified the records/ details of the property belonging to **Sri Abhisek Gupta.**
3. That I have perused the E.C for 13 years.

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4. There are no encumbrances to the subject land of **Sri Abhisek Gupta.** But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.

5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.

6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.

7. Provisions of Urban Land Ceiling Act are not applicable.

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

9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **Sri Abhisek Gupta.**

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 25/07/2016

Signature of the Advocate.

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

ANNEXURE – II

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

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

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

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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE-III

CERTIFICATE.

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

To,

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Odapada and Sub- Register Office at Dhenkanal on dated 22/07/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Dhenkanal, Tahasil:- Odapada, No.- 183, P.S:- Dhenkanal Sadar, P.S. No.:- 107, Mouza:- Kottam, Mutation Khata No.:- 171/64, Plot No-1930, area A1.240 dec.,and Plot No.- 1950 area A0.250dec Kisam:- Gharabari, which corresponds to Consolidation Khata no.- 130, Plot No-1930, Plot No.- 1950 area A0.250dec, total two plots measuring an area of A1.490dec. which is bounded by as follows:

Plot No-1930,Boundaries:-

North:- Govt. Land,
South:-Nidhi Chhatar.
EAST:- Plot No.- 1923
WEST:- Plot No.- 1929

Plot No-1950,Boundaries:-

North:- Govt. Land,
South:-Akula Sahoo
EAST:- Plot No.- 1948
WEST:- Plot No.- 1954

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner **Sri Abhisek Gupta**, owner of the said property measuring total area **A1.490dec**. as per the Title Deeds and verified by me in the office of Register/ Sub register.

OR

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

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

CUTTACK

Date:- 25/07/2016

Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
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ADVOCATE, ORISSA HIGH COURT.

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.	31/05/1984	Consolidation R-O-R bearing Khata No.130 recorded in the name of Maguni Samal & others	Xerox copy.
4.	12/11/2007	Regd. Power of Attorney bearing No.- 144 executed by Kirtan Samal, S/o- Maguni Samal in favour of Sri Sibabrata Acharya.	Original
	20/02/2009	Regd. Sale Deed bearing No.- 956 executed by Kirtan Samal, through his power of attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta.	Original
4.	12/11/2007	Regd. Power of Attorney bearing No.- 145 executed by Kirtan Samal, S/o- Maguni Samal in favour of Sri Harekrushna Mohanty.	Original
	09/01/2009	Regd. Sale Deed bearing No.- 169 executed by Kirtan Samal, through his power of attorney holder Sri Harekrushna Mohanty in favour of Sri Abhisek Gupta.	Original
5.	11/06/2010	Mutation Order copy vide Mutation case No.- 689/2010.	Original.
5.	11/06/2010	Mutation Order copy vide Mutation case No.- 690/2010.	Original.
	01/10/2010	OLR Conversion premium paid receipt vide No.- 675605	Original.
6.	30/09/2010	E.C. bearing No.-2029 from 01/01/1998 to 31/12/2009	Original.
	30/09/2010	E.C. bearing No.-EC0503009100017 from 07/01/2010 to 30/09/2010	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Mutation R-O-R bearing Khata No.:- 171/64, Plot No-1930, area A1.240 dec Plot No.- 1950 area A0.250dec	A1.490dec.	Mouza:- Kottam, P.S.:- Dhenkanal, Dist.:- Dhenkanal	As mentioned in Annexure-III

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

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I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisekh Gupta for the last 13 years which is given as follows.

Originally the property stands recorded in the names of, Maguni Samal, S/o- Mana Samal, Bhramar Samal, Hari Samal, Jayakrushna Samal, all are sons of Govinda Samal, Malika Samal, W/o- Govinda Samal, Dama Samal, S/o- Narana Samal under Consolidation Khata No.-130, Plot No-1930, area A1.240 dec., Plot No-1950, area A0.250 dec., total area of A1.490dec. finally published on 31/05/1984.

In the mean time Maguni Samal died leaving behind his only son Kirtan Samal. The party has not submitted legal heir certificate of deceased Maguni Samal. However from the mutation record and Regd. sale Deed proves that Kirtan Samal is only son of Maguni Samal. Thus after the death of Maguni Samal, the property under Khata no.-130 has been devolved upon his only legal heir Kirtan Samal.

With an intention to sale the subject property, Kirtan Samal being the only legal heir and successor of Late Maguni Samal, has executed a Regd. Power of Attorney vide Document No. 144 dated 12/11/2007 in favour of Sri Sibabrata Achary. I have verified the original regd. power of Attorney and found that the same is in order and properly stamped.

In order to meet his legal necessity Kirtan Samal has executed a Regd. Sale Deed bearing No.956 dated 20/02/2009 of Consolidation Khata No.-130, Plot no.-1930 area A1.240 dec through his attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta and delivered the possession to him. Thus Sri Abhisek Gupta has acquired valid right, title interest and possession over the land measuring an areaA1.240dec of Plot No.-1930.

With an intention to sale the subject property, Kirtan Samal has executed another Regd. Power of Attorney vide Document No. 145 dated

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12/11/2007 in favour of Sri Harekrushna Mohanty, and the said regd. Power of Attorney is in order and properly executed and stamped.

In order to meet his legal necessity Kirtan Samal has executed a Regd. Sale Deed bearing No.169 dated 09/01/2009 of Consolidation Khata No.-130, Plot No.-1950 area A0.250 dec through his attorney holder Sri Harekrushna Mohanty in favour of Sri Abhisek Gupta and delivered the possession to him. Thus Sri Abhisek Gupta has acquired valid right, title interest and possession over the land measuring an areaA0.250dec of Plot No.-1950.

After purchase, Sri Abhisek Gupta has taken steps to mutate his name and after following due procedure of law the Tahasildar has allowed the mutation case bearing No.- 689/2010 & 690/2010 and issued separate Mutation ROR bearing Khata no.- 171/64 having Plot no,.- 1930 area A1.240dec & Plot No.-1950 area A0.250dec in the name of Sri Abhisek Gupta. Thus Sri Abhisek Gupta has acquired valid and marketable title over the aforesaid two plots.

D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1998 to 30/09/2010 from the said E.C., it clear that there is no further encumbrance of the subject property. From the said E.C it is proves that the declared owner of the property is Sri Abhisek Gupta. The party has not produced the E.C for the period 01/10/2010 till date. I have personally verified from the Sub-Registrar Office, Dhenkanal regarding the transaction of the subject property from 01/01/2010 till date and found that there is no encumbrance of the subject property for the said period. **The Bank is advised to collect Up-to-date EC commencing from 01/01/2010 till today from the party**.

E. I have perused the original registered sale deed, Mutation ROR, which clearly proves that Sri Abhisek Gupta is in possession of the subject property. The party has not submitted up-to-date rent receipt. **Therefore the bank is advised to collect up-to-date rent receipt from the party**.

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F. That, the intending borrower/ mortgagor Sri Abhisek Gupta has submitted Original Regd. sale deed bearing No.-956 dated 20/12/2009 executed by Kirtan Samal in favour of Sri Abhisek Gupta, Original Regd. Sale deed bearing No.-169 dated 09/01/2009 executed by Kirtan Samal in favour of Sri Abhisek Gupta, Original Mutation ROR bearing Khata No.-171/64 recorded in the name of Sri Abhisek Gupta and Original E.C. which can create valid equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Regd. sale deed bearing No.-956 dated 20/02/2009 executed by Kirtan Samal in favour of Sri Abhisek Gupta.
2. Regd. sale deed bearing No.-169 dated 09/01/2009 executed by Kirtan Samal in favour of Sri Abhisek Gupta.
3. Original Mutation R-O-R bearing Khata no.-171/64 recorded in the name of Sri Abhisek Gupta.
4. Original up-to-date E.C.
5. Original up to date rent receipt.

G. Certificate of Title.

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

2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

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

Sri Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.

Adv

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

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

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

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's Office at Dhenkanal on 22/7/2016 and Tahasil Office at Odapada verified the records/ details of the property belonging to **Sri Abhisek Gupta.**

Adv

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3. That I have perused the E.C for 13 years.

4. There are no encumbrances to the subject land of **Sri Abhisek Gupta**. But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.

5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.

6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.

7. Provisions of Urban Land Ceiling Act are not applicable.

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

9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **Sri Abhisek Gupta.**

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 25/07/2016

Signature of the Advocate.

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ANNEXURE – II

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

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

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

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ANNEXURE-III

CERTIFICATE.

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

To,

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

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Odapada and Sub- Register Office at Dhenkanal on dated 22/07/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Dhenkanal, Tahasil:- Odapada, No.- 183, P.S:- Dhenkanal Sadar, P.S. No.:- 107, Mouza:- Kottam, Mutation Khata No.:- 171/64, Plot No-1923, area A1.160 dec., and Plot No.-1923/2357 area A0.150dec, Kissam Gharabari, which corresponds to Consolidation Khata no.- 148, Plot No-1923, area A2.310 dec.,. which are bounded by as follows:

Plot No.- 1923 area A0.160dec

North:- Govt. Land,
EAST:- Plot No.- 1918 & 1922
South:-Bhagaban Sahoo.
WEST:- Plot No.- 1930

Plot No-1923/2357, area A1.150 dec

North:- Govt. Land,
EAST:- Plot No.- 1918 & 1922
South:-Bhagaban Sahoo.
WEST:- Plot No.- 1930

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner **Sri Abhisek Gupta**, owner of the said property measuring total area **A2.310dec**. 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:- 25/07/2016

Signature of the Advocate.

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ADVOCATE, M.A L.L.B.
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ANNEXURE-IV

LEGAL SCRUTINY REPORT.

A. Description of the Documents scrutinized.

Sl. No.	Date of Document.	Name of Document.	Whether certified/ true copy/ photo copy.
1.	31/05/1984	Consolidation R-O-R bearing Khata No.148 recorded in the name of Lingaraj Dhal & others	Xerox copy.
4.	10/08/2007	Regd. Power of Attorney bearing No.- 119 executed by Kailasi Dhal, W/o- Lingaraj Dhal in favour of Sri Sibabrata Acharya.	Original
	20/02/2009	Regd. Sale Deed bearing No.- 952 executed by Kailasi Dhal, through his power of attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta.	Original
4.	27/08/2007	Regd. Power of Attorney bearing No.- 123 executed by Jashoda Dhal, W/o- Late Dukhabandhu Dhal in favour of Sri Sibabrata Acharya.	Original
	20/02/2009	Regd. Sale Deed bearing No.- 951 executed by Jashoda Dhal, through his power of attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta.	Original
		Mutation ROR Khata No.- 171/64 recorded in the name of Sri Abhishek Gupta	
5.	11/06/2010	Mutation Order copy vide Mutation case No.- 687/2010.	Original.
5.	11/06/2010	Mutation Order copy vide Mutation case No.- 688/2010.	Original.
6.	30/09/2010	E.C. bearing No.-2029 from 01/01/1998 to 31/12/2009	Original.
	30/09/2010	E.C. bearing No.-EC0503009100015 from 07/01/2010 to 30/09/2010	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Mutation R-O-R bearing Khata No.:- 171/64, Plot No-1923/2357 area A1.150dec & Plot No.- 1923 area A1.160dec,	area A2.310 dec	Mouza:- Kottam, P.S.:- Dhenkanal, Dist.:- Dhenkanal	As mentioned in Annexure-III

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

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I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisekh Gupta for the last 13 years which is given as follows.

Originally the property stands recorded in the names of, Lingaraj Dhal, Angula Dhal, both are sons of Banchha Dhal, Dukhabandhu Dhal, S/o- Kasi Dhal, Panchu Dhal, S/o- Daitari Dhal under Consolidation Khata No.- 148, Plot No-1923, area A2.310dec finally published on 31/05/1984. Thus Lingaraj Dhal, Angula Dhal, both are sons of Banchha Dhal, Dukhabandhu Dhal, S/o- Kasi Dhal, Panchu Dhal, S/o- Daitari Dhal had jointly acquired valid right, title, interest and possession over the khata No.-148.

As per their mutual family settlement Lingaraj Dhal was possessing the land measuring an area A1.160dec out of A2.310dec of Plot No.- 1923 as per his allotted share peacefully and without any objection from any quarter. Similarly Dukhabandhu Dhal was in possession of measuring an area A1.150dec out of A2.310dec.

In the mean time one of the recorded tenant Lingaraj Dhal has died leaving behind his wife namely Kailasi Dhal. Therefore after the death of Lingaraj Dhal his share over the Consolidation khata No.-148 has been devolve upon his wife Kailasi Dhal. Thus Kailasi Dhal had acquired valid right, title, interest and possession over the Consolidation Khata No.-148 and Plot No.-1923, area A1.160dec. out of total 2.310dec which was allotted to Lingaraj Dhal by virtue of amicable family settlement. Similarly Dukhabandhu Dhal died leaving behind his wife Jasoda Dhal as his legal heir. I want to clarify that the party has not supplied the death certificate and legal heir certificate of the deceased Lingaraj Dhal and Dukhabandhu Dhal. However the mutation case the notices, were sent to all the recorded owners and objection was called for. As the no objection has been received from any quarter, hence Tahasildar allowed the mutation case which proves that Kailashi Dhal, W/o- Lingaraj Dhal and Jasoda Dhal, W/o- Dukhabandhu Dhal. Further the Tahasildar has allowed the mutation case on the basis of

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Amin Report. Therefore in my considered opinion Kailashi Dhal is the legal married wife of Linagraj Dhal and Jasoda Dhal legal married wife of Dukhabandhu Dhal.

With an intention to sale the subject land, Kailashi Dhal has executed one power of Attorney bearing No.119 dated 10/08/2007 in favour of Sri Sibabrata Acharya. In order to meet his legal necessity Kailashi Dhal sold measuring an area A1.160dec(which was amicably allotted in her favour) out of A2.310dec of Plot No.-1923 under Khata no.- 148 vide Regd. Sale Deed bearing No.-952 dated 20/02/2009 through his attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta and delivered the possession to him. Thus Sri Abhisek Gupta has acquired valid right, title, interest and possession over the Plot No.- 1923, measuring an area A1.160dec.

With an intention to sale the subject land, Jasoda Dhal has executed one power of Attorney bearing No.123 dated 27/08/2007 in favour of Sri Sibabrata Acharya. In order to meet her legal necessity Jasoda Dhal sold measuring an area A1.150dec(which was amicably allotted in her favour) out of A2.310dec of Plot No.-1923 under Khata no.- 148 vide Regd. Sale Deed bearing No.-951 dated 20/02/2009 through his power attorney holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta and delivered the possession. Thus Sri Abhisek Gupta has acquired valid right, title, interest and possession over the Plot No.- 1923, measuring an area A1.150dec.

After purchase Sri Abhisek Gupta the total area A2.310dec vide two different sale deed bearing No.-952 & 951 from Kailasi Dhal, W/o- Lingaraj Dhal and Jasoda Dhal, W/o- Dukhabandhu Dhal respectively, has taken steps to mutate his name in the revenue of right. The Tahasildar, Odapada after following due procedure of law has issued a separate ROR in the name of Sri Abhisek Gupta vide Mutation Khata No.-171/64 Plot No.- 1923 area A1.160dec and Plot No.- 1923/2357 area A1.150dec total area A2.310dec. Thus Sri Abhisek Gupta has acquired valid and marketable title over the Khata no.- 171/64, Plot No.- 1923 area A1.160dec and Plot No.- 1923/2357

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area A1.150dec total area A2.310dec. Thus Sri Abhisek Gupta had acquired valid right, title interest and possession over the subject property.

So far as mutation ROR bearing Khata no.- 171/64, Plot No.- 1923 area A1.160dec and Plot No.- 1923/2357 area A1.150dec total area A2.310dec is concerned, the kissam of land is Gharabari.

D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1998 to 30/09/2010 from the said E.C., it clear that there is no further encumbrance of the subject property. I have personally verified the from the Sub-Registrar Office, Dhenkanal regarding the encumbrance of the subject property from 01/01/2010 till date and found that there is no encumbrance of the subject property. **The Bank is advised to collect Up-to-date EC commencing from 01/01/2010 till today from the party.**

E. I have perused the original registered sale deed, Mutation ROR, which clearly proves that Sri Abhisek Gupta is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party.**

F. That, the intending borrower/ mortgagor Sri Abhisek Gupta has submitted Regd. Power of Attorney bearing No.-119dated 10/08/2007 executed by Kailasi Dhal, W/o- Lingaraj Dhal in favour of Sri Sibabrata Acharya Regd. sale deed bearing No.-952 dated 20/02/2009 executed by Kailasi Dhal through its power of attorney Holder Sri Sibabrata Acharya and Power of Attorney bearing No.-119 dated 10/08/2007 executed by Jashoda Dhal, W/o- Dukhabandhu Dhal in favour of Sri Sibabrata Acharya Regd. sale deed bearing No.-951 dated 20/02/2009 executed by Jashoda Dhal through its power of attorney Holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta, Original rent receipt and E.C which can create valid and equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Regd. Power of Attorney bearing No.-119dated 10/08/2007 executed by Kailasi Dhal, W/o- Lingaraj Dhal in favour of Sri Sibabrata Acharya
2. Regd. sale deed bearing No.-952 dated 20/02/2009 executed by Kailasi Dhal through its power of attorney Holder Sri Sibabrata Acharya.

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ADVOCATE, M.A L.L.B.
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3. Regd. Power of Attorney bearing No.-119dated 10/08/2007 executed by Jashoda Dhal, W/o- Dukhabandhu Dhal in favour of Sri Sibabrata Acharya.
4. Regd. sale deed bearing No.-951 dated 20/02/2009 executed by Jashoda Dhal through its power of attorney Holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta.
3. Original Mutation R-O-R bearing Khata No.- 171/64 recorded in the name of Sri Abhisek Gupta.
4. Original up-to-date E.C .
5. Original up to date rent receipt.

G. Certificate of Title.

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

2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

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

Sri Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.

Adv

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ADVOCATE, M.A L.L.B.

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7. That, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.
10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

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

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's Office at Dhenkanal on 22/7/2016 and Tahasil Office at Odapada verified the records/ details of the property belonging to **Sri Abhisek Gupta.**
3. That I have perused the E.C for 13 years.
4. There are no encumbrances to the subject land of **Sri Abhisek Gupta.** But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.

Adv

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ADVOCATE, M.A L.L.B.

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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 **Sri Abhisek Gupta.**

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 25/07/2016

Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE – II

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

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

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

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ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,

Buxi Bazar Branch, Dist:- Cuttack.

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Odapada and Sub- Register Office at Dhenkanal on dated 22/07/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Dhenkanal, Tahasil:- Odapada, No.- 183, P.S:- Dhenkanal Sadar, P.S. No.:- 107, Mouza:- Kottam, Mutation Khata No.:- 171/60, Plot No-1926, area A2.050 dec., Kisam:-Gharabari, which corresponds to Consolidation Khata no.- 144, Plot No-1926, area A2.050 dec., which is bounded by as follows:

NORTH:- Plot No.-1923,

SOUTH:-Hill,

EAST:- Plot No.-1925

WEST:- 1927.

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner **Sri Abhisekh Gupta**, owner of the said property measuring total area **A2.050dec.** 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:- 25/07/2016

Signature of the Advocate.

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ADVOCATE, ORISSA HIGH COURT.

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.	31/05/1984	Consolidation R-O-R bearing Khata No.144 recorded in the names of Lingaraj Chhatar & others	Xerox copy.
4.	20/07/2007	Regd. Power of Attorney bearing No.- 109 executed by Antaryami Chhatar, S/o- Lingaraj Chhatar, Panchu Chhatar, S/o- Late Narana Chhatar, Chakradhar Chhatar, S/o- Hurshi Chhatar, in favour of Sri Sibabrata Acharya.	Original
	25/08/2007	Regd. Sale Deed bearing No.- 3744 executed by Antaryami Chhatar, S/o- Lingaraj Chhatar, Panchu Chhatar, S/o- Late Narana Chhatar, Chakradhar Chhatar, S/o- Hurshi Chhatar, throught their power of attorney holder Sri Sibabrata Acharya. in favour of Sri Abhisek Gupta.	Original
5.	11/06/2010	Mutation Order copy vide Mutation case No.- 689/2010.	Original.
	01/10/2010	OLR Conversion premium paid receipt vide No.- 675605	Original.
6.	21/10/2008	E.C. bearing No.-1946 from 01/01/1996 to 17/07/2008	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Mutation R-O-R bearing Khata No.:- 171/60, Plot No-1926,	**Area A2.050dec**	Mouza:- Kottam, P.S.:- Dhenkanal, Dist.:- Dhenkanal	As mentioned in Annexure-III

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

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisekh Gupta for the last 13 years which is given as follows.

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Originally the property stands recorded in the names of Lingaraj Chhatar, S/o- Brundaban Chhatar, Narana Chhatar, Hurshi Chhatar, sons of Mukunda Chhatar under Consolidation Khata No.-144, Plot No-1926, area A2.050 dec..In the mean time the recorded tenants Lingaraj Chhatar, Narana Chhatar and Hursi Chhatar had died leaving behind their sons namely Antaryami Chhatar, S/o- Late Lingaraj Chhatar, Purnachandra Chhatar, S/o- Late Narana Chhatar and Chakradhar Chhatar, S/o- Late Hurshi Chhatar. So Antaryami Chhatar, Purnachandra Chhatar and Chakradhar Chhatar have jointly acquired valid right, title, interest and possession over the khata No.-144, Plot No-1926, area A2.050 dec., Though the parties have not submitted the legal heir certificate of the deceased Lingaraj Chhatar, Narana Chhatar and Hursi Chhatar but from the Regd. Sale Deed and Mutation order it is prove that Antaryami Chhatar, Purnachandra Chhatar and Chakradhar Chhatar were sons/ legal heirs of the recorded tenants Lingaraj Chhatar, Narana Chhatar and Hursi Chhatar.

With an intention to sale Antaryami Chhatar, Purnachandra Chhatar and Chakradhar Chhatar have executed a Regd. Power of Attorney bearing No.109 dated 20/07/2007 in favour of Sri Sibabrata Acharya. Antaryami Chhatar, Purnachandra Chhatar and Chakradhar Chhatar through thier attorney holder has sold an area A2.050dec, Plot No.- 1926 recorded under Consolidation Khata no,- 144 of Mouza Kottam against consideration in favour of intending purchaser Sri Abhishek Gupta executing Regd. Sale Deed bearing No.3744 dated 25/08/2007 and delivered the possession to him. After purchase, the purchaser Sri Abhishek Gupta has taken steps to mutate his name before the revenue authority and accordingly Tahasildar has issued a separate ROR bearing mutation Khata No.- 171/60 having Plot No.-1926 an area A2.050dec with kissam of land homestead. In order to meet their legal necessity Hari Dehuri and Nakaphodi Dehuri and Marua Dehuri had jointly executed another Regd. sale deed bearing No.- 168 dated 09/01/2009 in favour of Sri Abhisekh Gupta from Khata No.-136, Plot No-1940, area A0.560 dec., Plot No-1941, area A1.810 dec., Plot No-1942, area A3.880

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dec., and Plot No-1943, area A1.420 dec., total four numbers of plots measuring an area of A7.670dec and delivered the possession to him..

After purchase, the purchaser Sri Abhisek Gupta has taken steps to mutate his name and to convert the agricultural land into Homestead land before the revenue authority and accordingly Tahasildar has issued a separate Mutation ROR bearing Khata no.- 171/60, Plot No-1926, area A2.050 dec, in his name with kissam of land Homestead. Thus Sri Abhisek Gupta had acquired valid right, title interest and possession over the subject property.

D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1996 to 17/07/2008 from the said E.C., it clear that there is no further encumbrance of the subject property in favour of anybody else, after the subject property is purchased and mutated in the name of Sri Abhisek Gupta. I have personally verified the title documents from the Sub-Registrar Office, Dhenkanal from 01/01/2010 till date. **The Bank is advised to collect Up-to-date EC commencing from 01/01/2010 till today from the party**.

E. I have perused the original registered sale deed, Mutation ROR, conversion premium paid receipt, which clearly proves that Sri Abhisek Gupta. is in possession of the subject property. **The bank is advised to collect up-to-date rent receipt from the party**.

F. That, the intending borrower/ mortgagor Sri Abhisek Gupta has submitted Regd. Power of Attorney vide Document No. 109 dated 20/07/2007 executed by Antaryami Chhatar,S/o- Linagraj Chhatar, Purna Chandra Chhatar, S/o- Late Naran Chhatar, and Chakradhara Chhatar, S/o- Hurshi Chhatar in favour of Sri Sibabrata Acharya and Regd. sale deed bearing No.- 3744 dated 25/08/2007 executed by Antaryami Chhatar,S/o- Linagraj Chhatar, Purna Chandra Chhatar, S/o- Late Naran Chhatar, and Chakradhara Chhatar, S/o- Hurshi Chhatar through their power of attorney Holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta , which can create valid equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

SRI DILLIP KUMAR MOHARANA,
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1. Regd. Power of Attorney vide Document No. 109 dated 20/07/2007 executed by Antaryami Chhatar,S/o- Linagraj Chhatar, Purna Chandra Chhatar, S/o- Late Naran Chhatar, and Chakradhara Chhatar, S/o- Hurshi Chhatar in favour of Sri Sibabrata Acharya
2. Regd. sale deed bearing No.-3744 dated 25/08/2007 executed by Antaryami Chhatar,S/o- Linagraj Chhatar, Purna Chandra Chhatar, S/o- Late Naran Chhatar, and Chakradhara Chhatar, S/o- Hurshi Chhatar through their power of attorney Holder Sri Sibabrata Acharya in favour of Sri Abhisek Gupta
3. Original Mutation R-O-R bearing Khata No.- 171/60 recorded in the name of Sri Abhisek Gupta.
4. Original up-to-date E.C .
5. Original up to date rent receipt.

G. Certificate of Title.

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

2. Yes, the party can execute valid simple/ equitable mortgage in favour of the bank.

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

Sri Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.
2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.

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ADVOCATE, M.A L.L.B.

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4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.
10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

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

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.
2. I have visited the Registrar/ Sub-registrar's Office at Dhenkanal on 22/7/2016 and Tahasil Office at Odapada verified the records/ details of the property belonging to **Sri Abhisek Gupta.**
3. That I have perused the E.C for 13 years.

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ADVOCATE, M.A L.L.B.

ADVOCATE, ORISSA HIGH COURT.

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4. There are no encumbrances to the subject land of **Sri Abhisek Gupta**. But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.

5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.

6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.

7. Provisions of Urban Land Ceiling Act are not applicable.

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

9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor Sri Abhisek Gupta.

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 25/07/2016

Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A L.L.B.
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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE – II

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

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

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

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ADVOCATE, ORISSA HIGH COURT.

ANNEXURE-III

CERTIFICATE.

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

To,

The Chief Manager, CANARA Bank,

Buxi Bazar Branch, Dist:- Cuttack.

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

Dear Sir,

This is to confirm that I have visited the Registrar/ Sub-Registrar's office/ Tahasil office at Odapada and Sub- Register Office at Dhenkanal on dated 22/07/2016 and verified the details of the property to be mortgaged by the intending borrower.

The Property details are as under.

Dist.:- Dhenkanal, Tahasil:- Odapada, No.- 183, P.S:- Dhenkanal Sadar, P.S. No.:- 107, Mouza:- Kottam, Consolidation KhataNo.-17, Plot No-1946, area A0.680 dec., which is bounded by as follows:

NORTH:- Plot No.-1944 **SOUTH**:-Hill,

EAST:- Plot No.-1945 **WEST:-** 1947 & 1948.

Further, I certify as under:

1. That, there is no prior mortgage / Charge over the said property by the owner M/s Gupta Power Infrastructure Ltd represented through **Sri Abhisekh Gupta**, owner of the said property measuring total area **A0.680dec**. 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:- 25/07/2016

Signature of the Advocate.

SRI DILLIP KUMAR MOHARANA,
ADVOCATE, M.A L.L.B.

PH.:- 9861132541
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ADVOCATE, ORISSA HIGH COURT.

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.	31/05/1984	Consolidation R-O-R bearing Khata No.17 recorded in the names of Kumar Behera & another	Xerox copy.
4.	06/07/2007	Regd. Power of Attorney bearing No.- 100 executed by Baidhar Behera, S/o- Late Kumar Behera, in favour of Sri Harekrushna Mohanty.	Original
	25/08/2007	Regd. Sale Deed bearing No.- 3745 executed by Baidhara Behera, S/o- Kumar Behera, through his power of attorney holder Sri Harekrushna Mohanty in favour of Sri Abhishek Gupta.	Original
6.	21/10/2008	E.C. bearing No.-1946 from 01/01/1996 to 17/07/2008	Original.

B. Description of Property / Properties.

Item No.	Survey No.	Extent of Area/s of acres/ hectares	Location	Boundaries.
01.	Consolidation R-O-R bearing Khata No.:-17, Plot No-1946,	**Area A0.680dec**	Mouza:- Kottam, P.S.:- Dhenkanal, Dist.:- Dhenkanal	As mentioned in Annexure-III

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

I have perused the original and Xerox copies of the Title documents supplied by the bank. I have traced the title of the present intending borrower/ mortgagor of Sri Abhisekh Gupta for the last 13 years which is given as follows.

Originally the property stands recorded in the names of Kumar Behera and Hari Behera son of Ratha Behera under Consolidation Khata No.-17, Plot No-1946, area A0.680 dec. Thus Kumar Behera and Hari Behera son of Ratha Behera have acquired valid right, title, interest and possession over the khata No.-17.

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In the mean time one of the recorded tenant Kumar Behera has died leaving behind his son namely Baidhara Behera. Though the party has not submitted the legal heir certificate of the deceased Kumar Behera but from the Regd. Sale Deed, it is prove that Kumar Behera had one son namely Baidhara Behera.

With an intention to sale the subject land Baidhara Behera has executed a Regd. General Power of Attorney bearing No.- 100 dated 06/07/2007 in favour of Sri Harekrushna Mohanty. I have perused the said original Regd. Power of Attorney which is in order and properly executed and stamped.

In order to meet his legal necessity Baidhara Behera through his attorney holder Sri Harekrushna Mohanty has executed a Regd. Sale Deed bearing No.3745 dated 25/08/2007 in favour of Abhisek Gupta and delivered the possession to him. Thus Sri Abhisek Gupta had acquired valid right, title interest and possession over the subject property. I want to clarify that party has not submitted the Original Mutation ROR. Further ROR is not a title document. The Regd. Sale Deed is the title Deed.

So far as the property belongs to Consolidation Khata No.-17, Plot No-1946, area A0.680 dec, Kisam :- Taila-II, which is an Agricultural land. In case of agricultural is concern the bank cannot proceed in a SURFACIE Act. However the Bank can proceed in DRT Act in case default.

D. The party has supplied the E.C for a period of 13 years commencing from 01/01/1998 to 17/07/2008 from the said E.C., it clear that there is no further encumbrance of the subject property in favour of anybody else, after the subject property is purchased and mutated in the name of Sri Abhisek Gupta. I have personally verified the title documents from the Sub-Registrar Office, Dhenkanal from 01/01/08 till date. **The Bank is advised to collect Up-to-date EC commencing from 01/01/2010 till today from the party.**

E. I have perused the original registered sale deed which clearly proves that Sri Abhisek Gupta. is in possession of the subject property. **As the Mutation ROR has not been published in favour of the intending borrower, hence any rent paid, the rent receipt will be issued in favour of the original owner.** As the party has not mutated his name in the revenue record of right. The bank is advised the borrower to mutate the subject property in faviour of him.

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F. That, the intending borrower/ mortgagor Sri Abhisek Gupta has submitted Regd. Power of Attorney vide Document No. 100 dated 06/07/2007 executed by Baidhar Behera, S/o- Kumar Behera, in favour of Sri Harekrushna Mohanty and Regd. sale deed bearing No.-3745 dated 25/08/2007 executed by Baidhara Behera,S/o- Kumar Behera, through their power of attorney Holder Sri Harekrushna Mohanty in favour of Sri Abhisek Gupta, original E.C which can create valid equitable mortgage. **The bank is advised to keep the following original documents for creation of equitable mortgage.**

1. Regd. Power of Attorney vide Document No. 100 dated 06/07/2007 executed by Baidhar Behera, S/o- Kumar Behera, in favour of Sri Harekrushna Mohanty
2. Regd. sale deed bearing No.-3745 dated 25/08/2007 executed by Baidhara Behera,S/o- Kumar Behera, through their power of attorney Holder Sri Harekrushna Mohanty in favour of Sri Abhisek Gupta
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 Abhisek Gupta has to submit an affidavit touching the following points.

1. That, he has already availed a loan or financial assistance from Canara Bank, Buxi Bazar Branch Cuttack, keeping this property as mortgage.

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2. That, the property has not been involved in any civil or criminal case and the same has not been attached nor any receiver has been appointed by any Court of Law.
3. That, he has verified the legal aspect of the property and the property which is going to be mortgaged is free from any dispute and no case is pending in any civil, criminal and revenue court.
4. That, the property is free from any encumbrances what so ever.
5. That, the property or part thereof has not been acquired by any authority or under the provisions of L.A. Act.
6. That, no other person/ persons has/ have any manner of right, title and interest over the above mentioned property.
7. That, he is the absolute owner of the property and schedule of property along with boundary been mentioned.
8. That, the documents supplied by him are genuine and originals.
9. That, he has to give an undertaking that he will utilize the sanctioned amount only for his business and he will not utilize for any other purpose.
10. That, he will not sell, transfer or alienate the mortgage property by any means unless and until the entire loan amount will be liquidated.

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

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

1. I have made a search in the land/ revenue records and do not find any adverse features for creation of a valid mortgage.

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2. I have visited the Registrar/ Sub-registrar's Office at Dhenkanal on 22/7/2016 and Tahasil Office at Odapada verified the records/ details of the property belonging to **Sri Abhisek Gupta.**
3. That I have perused the E.C for 13 years.
4. There are no encumbrances to the subject land of **Sri Abhisek Gupta.** But the property has been mortgaged before Canara Bank, Buxi Bazar Branch, Cuttack prior to this.
5. There is no claim from minor/s and his/their interest in the property/ies to any extent of land to be mortgaged.
6. There is no undivided share of the minor/s to any extent of land proposed to be mortgaged.
7. Provisions of Urban Land Ceiling Act are not applicable.
8. Holding / acquisition is in accordance with the provisions of the Land Reforms Act.

9. The mortgage, if created after, can be available to the Bank for the liability of the intending borrower / mortgagor **Sri Abhisek Gupta.**

I certify that **Sri Abhisek Gupta** can create valid and marketable title if he will mortgage the property/ ies before the Bank keeping the title documents as per the list given above before the bank.

Place:- Cuttack.
Date: 25/07/2016

Moharana
Signature of the Advocate.