

PRAVEEN KUMAR Advocate



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Office : Chamber No. : 509

District & Session Court

Roshnabad, Haridwar

Office : Chamber No. : 108

Civil Court, Laksar, Haridwar

Ref. No.

Dated.

12.04.2019

ANNEXURE- B: - REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

01.	A). Name of the branch/business unit/ office seeking opinion	State Bank of Indian RASMECCC-CUM-SARC. BHEL. Ranipur Haridwar.
	B). Reference no. And date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	NIL
	C). Name of the borrower	M/S Mahalakshmi Ceramix.
02.	A). Name of the unit/concern/company/person offering the property/(ies) as security	Smt. Aashi Gupta w/o sh. Ashish Gupta R/o C-28, Shivalik Nagar, BHEL Ranipur Haridwar, Tehsil & Distt. Haridwar.
	B). Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Smt. Aashi Gupta w/o sh. Ashish Gupta R/o C-28, Shivalik Nagar, BHEL Ranipur Haridwar, Tehsil & Distt. Haridwar.
	C). State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor)	GUARANTOR/MORTGAGORS.
03.	Complete or full description of the immovable property/(ies) offered as security including following details-	A plot no E-45 situated within the Industrial area at Bahadradab Tehsil & Distt. Haridwar containing by admeasurement 800.00 square meter be the little more or less and bounded:- North-12 meter wide road no 18. South-Plot of No D-28, East-Plot No E-44, West- Plot no E-46.
	A). Survey no.	N.A.
	B). Door no (in case of house property)	Plot no E-45.
	C). Extent/area including plinth/ built up area in case of house property	Having 800.00 square meter.
	D). Locations like of the place, village, city, registration, sub-district etc. Boundaries.	Industrial area at Bahadradab, Tehsil & Distt. Haridwar.
04.	A). Particulars of the documents scrutinized serially and chronologically. Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note: only originals or certified extracts from the registering/land/revenue/other authorities be examined.	1-Original lease deed 20.01.2005 bahi no 1 jild no 1374/1568 pages 297/257-292 document no 706-707 registered on 28.01.2005 with the office of sub-registrar Haridwar.
	Sr. No.	Date of Document.
	Name/ nature of documents	Original/ certified copy certified extract/ photocopy etc
	In case of copies whether original is verified or not by Advocate.	
	1.	20.01.2005
	Lease Deed	Original
	Yes	
	2.	
	3.	
	4.	
05.	a) Whether certified copy of all the documents are obtained from the relevant Sub-Registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	N.A.

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	b) i) Whether the all pages in the certified copies of title documents which are obtained directly from the Sub-Registrar's office have been verified page by page with the original documents submitted?	N.A.
	b) ii) Where certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	N.A.
06.	A). Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	YES
	B). If such online/computer records are available whether any verification or cross checking are made and the comments/ findings in this regard.	YES
	C). Whether the genuineness of the stamp paper if possible to be got verified from any online portal and if so whether such verification was made?	NO
07.	A). Property offered as security falls within the jurisdiction of which sub-registrar office?	HARIDWAR
	B). Whether it is possible to have registration of documents in respect of the property in question. At more than one office of sub-registrar/ district registrar/ general. If so please name all such offices?	NO
	C). Whether search has been made at all the office named at (b) above?	N.A.
	D). Whether the search in the office of registering authorities or any other record reveal registration of multiple title documents in respect of the property in question?	N.A.
08.	Chain of title tracing the title from the oldest title deed to the latest deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever minor's interested or other clog on title is involved search should be made for a further period, depending on the need for clearance of such clog on the title In the case of property offered as security for loans of Rs. 1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 year is mandatory. (separate sheet can be used)	1- The schedule property was the property of U. P. State Industrial Development Corporation Limited, a company within the meaning of the companies Act 1956 and having its registered office at A-1/4, Lakhnau Kanpur and UPSIDS through its regional manager transferred the schedule property by way of lease deed 20.01.2005 bahi no 1 jild no 1374/1568 pages 297/257-292 document no 706-707 registered on 28.01.2005 with the office of sub-registrar Haridwar in favor of present owner Smt. Aashi Gupta w/o sh. Ashish Gupta R/o C-28, Shivalik Nagar, BHEL Ranipur Haridwar, Tehsil & Distt. Haridwar. The chain of title is complete.
09.	Nature of the title of the intended mandatory over the property (Whether full ownership rights leasehold rights occupancy possessory rights or inam or govt. Grantee/ allotted etc.)	Lease holds rights.
10.	If leasehold whether	Yes.
	A). Lease deed is duly stamped and registered	Yes
	B). Lease is permitted to mortgage leasehold right	Yes.
	C). Duration of the lease unexpired period of lease	Ninety years from 9 th day of September 1998.
	D). If a sub-lease check lease deed in favour of lessee as to whether lease deed permits sub-leasing mortgage by sub lessee also	N.A.

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	E). Whether the leasehold rights permits for the creation of any super structure (if applicable)?	Yes.
	F). Right to get renewal of the leasehold rights and nature there of	N.A.
11.	If govt. Grant / allotment / lease-cum/ sale agreement whether :	NO
	Grant / agreement etc. Provides for alienable rights to the mortgagor with or without condition.	N.A.
	The mortgagor is competent to create charge on such property.	N.A.
	Whether any permission from govt. Or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right whether;	NO
	A). Such right is heritable and transferable	N.A.
	B). Mortgage can be created	N.A.
13.	Nature of minor's interest if any and if so whether creation of mortgage could be possible the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NO
14.	If the property has been transferred by way of gift/ settlement deed.	NO.
	A). The gift/ settlement deed is duly stamped & registered	N.A.
	B). The gift/ settlement deed has been attested by two witnesses.	N.A.
	C). The gift/ settlement deed transfer the property to Donee	N.A.
	D). Whether the Donee has accepted the gift by signing the gift/ settlement deed or by a separated writing or by implication or by action.	N.A.
	E). Whether there is any restriction on the donor in executing the gift/ settlement deed in question.	N.A.
	F). Whether the Donee is in possession of the gifted property.	N.A.
	G). Whether any life interest is revised for the donor or any other person and whether there is a need for any other person to join the creation of mortgage.	N.A.
	H). Any other aspect affection the validity of the title passed through the gift/ settlement deed	N.A.
15.	A). In case of partition /family 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.	NO
	B). Whether mutation has been effected and whether the mortgage is in possession of his share	N.A.
	C). Whether the partition made is valid in law and the mortgage has acquired a mortgagable title thereon.	N.A.
	D). In respect of partition by a decree of court whether such decree has become final and all other condition/ formalities are completed/ complied with.	N.A.
	E). Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precautions to be taken for avoiding multiple mortgages.	N.A.
16.	Whether the title documents include any testamentary documents/ wills?	NO
	A). In case of wills, whether the will is registered will or unregistered will?	
	B). Whether will in the matter need a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	C). Whether the property is mutated on the bases of will?	N.A.
	D). Whether the original will is available?	N.A.

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	E). Whether the original death certificate of the testator is available?	N.A.
	F). What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc. Which are relevant to rely on the will, availability of mother/original title deed is to be explained.)	N.A.
17.	A). Whether the property is subjected to any wakf rights?	NO
	B). Whether the property belongs to church / temple or any religious /other institution having any restriction in creation of charges on such properties?	N.A.
	C). Precaution / permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	A). Whether the property is a half /joint family property, mortgage is created for family benefits/legal necessity, whether the major coparceners have no objection/ join in execution, minor's share if any, right of female member etc.	NO
	B). Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	A). Whether the property belongs to any trust or is subjected to the right of any trust?	NO
	B). Whether the trust is a private or public trust and whether trust deed specifically authorized the mortgage of the property?	N.A.
	C). If so additional precautions/ permission to be obtained for creation of valid mortgage?	N.A.
	D). Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	N.A.
20.	A). If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any restriction for creation enforcement of mortgage.	No
	B). In case of agriculture property other relevant records/ documents as per the local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	C). In case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulation having a bearing on the certain security (viz. Agricultural laws weaker section minorities, land laws SEZ regulation coastal zone regulation environmental clearance etc.)	NO
22.	A). Whether the property is subject to any pending or proposed land acquisition proceeding?	NO
	B). whether any search / enquiry is made with the land acquisition office and the outcome of search/enquiry.	N.A.
23.	A). Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO
	B). If so whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	C). Whether the title documents have any court seal/marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal marking.	N.A.
24.	A). In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	NO
	B). Property belonging to partners, whether thrown on partnership? Whether formalities for the same have been	N.A.

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	completed as per applicable laws?	
	C). Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	N.A.
25.	a) Whether the property belongs to a limited company, check the borrowing powers, board resolution authorization to create mortgage/ execution of documents charges, registration of any prior charges with the company registrar (roc) articles of association/ provision for common seal etc.	NO
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company of Limited Liability Partnership (LLP) Firm? Yes/No.	N.A.
	b) ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser) ?	N.A.
	b) iii) Whether the search of charges reveals any prior charges/encumbrances on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A.
	b) iv) If search reveals encumbrance/charges whether such charges/encumbrances have been satisfied?	N.A.
26.	In case of societies association the required authority/ power to borrower and whether the mortgage can be created and the requisite resolutions, bye-laws.	NO
27.	A). Whether any POA is involved in the chain of title.	Yes
	B). Whether the POA is involved is one coupled with interest i.e. a development agreement cum power of attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable	N.A.
	C). In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the builders viz. Companies/ firms/ individual or property concerns in favour of their partners/ employees/ authorized representatives to sign flat allotment letters, NOCs, agreement of sale, sale deed etc. In favour of buyers of flats/ units (builder's POA) or (ii) other type of POA (common POA)	N.A.
	D). In case of builder's POA whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	N.A.
	E). In case of common POA (i.e. POA other than builder's POA) please clarify the following clauses in respect of POA.	NO.
	I. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	II. Whether the POA is a registered one?	
	III. Whether the POA is a special or general one?	
	IV. Whether the POA contain a specific authority for execution of title document in question?	
	F). Whether the POA was in force and not revoked or had become invalid on the date of execution of the documents in the question? (Please clearly whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	G). Please comment on the genuineness of POA?	N.A.
	H). The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the power of attorney and the extent of the power given therein and whether the same is property executed/ stamped authenticated in term of the law of the place where it is executed.	NO

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29.	If the property is a flat/ residential / commercial complex, check and comment on the following. A). Promoters / land owners title to the land / building. B). Development agreement power of attorney. C). Extent of authority of the developer/ builder. D). Independent title certification of the land / or building in question. E). Agreement of sale (duly registered) F). Payment of proper stamp duty. G). Requirement of registration of sale agreement development agreement POA etc. H). Approval of building plan permission of appropriate / local authority etc. I). Conveyance in favor of society condominium concerned. J). Occupancy certificate allotment letter/ letter of permission K). Membership details in the society etc. L). Share certificates. M). No objection letter from the society. N). All legal requirements under the local / municipal laws regarding ownership of flats/ apartments/ building regulations development control regulations. Co-operative societies law etc. P). If the property is a vacant land and construction is yet to be made approval of lay out and other precaution, if yes Q). Whether the numbering pattern of the unites/ flats tally in all documents such as approval plan, agreement plan, etc.	N.A.
30.	Encumbrances attachments and/or claims whether of government central or state or other local authorities or third party claims, liens etc and details thereof.	1-I have inspected the available Maintainable & visible records index II in the office of Sub-Registrar Haridwar for a period from 01.01.1990 to 12.04.2019 up to date and found the property is clear, marketable. 2-The schedule property has already been mortgaged with SBI by way equitable mortgage.
31.	The period covered under the encumbrances certificate and the name of the person in whose favour the encumbrance is certified and if so satisfaction of charge, if any.	1-The period covered under the encumbrance's certificate is 30 years. 2-Search receipt dated 12.04.2019 issued by Sub-Registrar Haridwar is enclosed herewith. The schedule property has already been mortgaged with SBI by way equitable mortgage.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid what remedy?	N.A.
33.	A). Urban land ceiling clearance whether required and if so, Details thereon. B). Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NO
34.	Details of RTC the extracts/ mutation extracts/Katha extracts pertaining to the property in question.	The lease rent is applicable over the schedule property.
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	N.A.
36.	A). Whether the property offered as security is clearly Demarcated. B). Whether the demarcation/ portion of the property is legally valid. C). Whether the property has clear access as per documents?	A) The property offered as security is clearly demarcated. B)Yes C) The property has clear access as per document.
37.	Whether the property can be identifying from the following documents, and discrepancy/ doubtful circumstances, if any relevant on such scrutiny? A). Documents in relation to electric connection. B). Documents in relation to water connection. C). Documents in relation to Sale Tax registration, If any applicable. D). Other utility bills, if any.	N.A.

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38.	In respect to the boundaries of the property, whether there is a Difference / discrepancy in any of the title documents or any other documents (Such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same.	No.
39.	If the value report and/or approved/ sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title deeds. (If the valuation report and or approved plan are not available at the time of TIR, please provide these comments subsequently, on making the same available to the advocate.)	The value report is not available.
40.	Any bar/ restriction for creation of mortgage under any local or special enactments, detail of paper registration of documents, payments of paper stamp duty.	
41.	Whether the Bank will be able to enforce SARFAESI Act, If required against the property offered as security?	YES
42.	In Case of absence of original title deeds. Details of legal and other requirements for creation of a proper valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precautions to be taken by the bank in this regard.	N.A.
43.	Whether the governing law/ constitutional documents of the mortgage (other than neutral person) permits creation of mortgage and additional precaution. If any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of the title as per local laws.	NO
45.	Additional suggestion, if any to safeguard the interest of Bank/ ensuring the precautions of the security.	NO
46.	The specific person who are required to create mortgage/ to deposit documents creating mortgage.	Smt. Aashi Gupta w/o sh. Ashish Gupta R/o C-28, Shivalik Nagar, BHEL Ranipur Haridwar, Tehsil & Distt. Haridwar.
47.	1) Whether the project comes under the Real Estate (Regulation & Development) Act 2016? YES/NO	No.
	2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. Whether the registered agreement to sale as prescribed in the above Act/rules there under is executed.	N.A.
	3) Whether the details of the apartment/plot in question are verified with the list of number and types of apartment or plot booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Date: 12.04.2019.

Place: HARDWAR

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Signature of the Advocate
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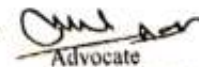
ANNEXURE - C CERTIFICATE OF TITLE

1. I have examined the original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creations of Equitable Mortgage and I further certify that:
2. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue Records. I also confirm having verified and checked the records of the relevant Government offices/ Sub Registrar office property / Revenue Records, Municipal/Panchayat office, Land Acquisition office registrar of companies office, Waqf Board (wherever Applicable). I do not find anything adverse which would prevent the title Holders from creating a valid mortgage. I am liable/ responsible if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following security of property / Municipal Records and relative Title Deeds Certified Copies of such title deeds obtained from the concerned Registrar office and encumbrances Certificate. I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquires.
5. There are no prior Mortgage/Charges /encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1990 to 12.04.2019 pertaining to the Immovable Property covered by above said Title Deeds. The schedule property has already been mortgaged with SBI by way equitable mortgage.
6. In case of second / subsequent charge in favor of the Bank, there are no other mortgage / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever in inapplicable).
7. Minor/(s) and his/her interest in the property/ies is to the extent of (specify the share of the Minor with Name) (N.A.)
8. The mortgage if created will be available to the bank for the liability of the intending borrower M/S Mahalakshmi Ceramix.
9. I certify that Smt. Aashi Gupta w/o sh. Ashish Gupta R/o C-28, Shivalik Nagar, BHEL Ranipur Haridwar, Tehsil & Distt. Haridwar has an absolute, clear and marketable lease hold title over the schedule property. I further Certify that the above title deeds are genuine and a valid equitable mortgage can be created and the said mortgage would be enforceable and the schedule property is SARFAESI Compliant.
10. In Case of creation of Mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.
 - 1- Original lease deed 20.01.2005 bahi no 1 jild no 1374/1568 pages 297/257-292 document no 706-707 registered on 28.01.2005 with the office of sub-registrar Haridwar.
 - 2- 0.5% stamp duty on loan amount with maximum limit of Rs. 10,000/-.
 - 3- Receipt of lease rent of the schedule property by UPSIDC in favor of Smt. Aashi Gupta.

A plot no E-45 situated within the Industrial area at Bahadabad Tehsil & Distt. Haridwar containing by admeasurement 800.00 square meter be the little more or less and bounded:-
North-12 meter wide road no 18,
South-Plot of No D-28,
East-Plot No E-44,
West- Plot no E-46.

Date: 12.04.2019

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