



धर्मेन्द्र सीनी 9873092532

9899462025

सुरेश चन्द सीनी 9873092531

तानिया प्रोपर्टीज

(कंसल्टेंट)

जमीन-जायदाद, प्लॉट, मकान, दुकान,
डी डी ए प्लॉट आदि बेचने व खरीदने
के लिए सम्पर्क करें

519, गाँव लामपुर, मेन रोड़, नरेला, दिल्ली-110040

#9911512406

Shri Krishna Printer's

88 94 246 88
87 50324688

~~CHINA~~

~~CHINA~~

88 94 246 88
87 50324688

File No. RKA/DNCR/...../.....

Date of Receiving

**CASE COLLECTION FORMAT
(FOR VACANT LAND ONLY)**

(Version 4.2) | Date of implementation: 09.02.2017 | Date of Revision: 04.01.2018

Items	Assigned To	Assigned to Date	To be completed by date	Submitted On date	HOD Engg. Signature
File Received By	ky/m	NA	NA		NA
Survey	ky/m	4/9/18 16/5/18	5/9/18	6/9/18	
Preparation	Gaurav	4/01/19 4-1-19	4/01/19 4-1-19	5/01/19	

File Returned to HOD Engg. unprepared due to reason	<input type="checkbox"/> Survey not done properly, <input type="checkbox"/> Survey Form not properly filled, <input type="checkbox"/> Market survey for rates is not properly done, <input type="checkbox"/> Identification is not clearly done, <input type="checkbox"/> Measurement is not properly done, <input type="checkbox"/> Photographs not clearly taken, <input type="checkbox"/> Selfie/ Owner or owner representative photo not taken, <input type="checkbox"/> Owner/ owner representative signature not taken, <input type="checkbox"/> Google Map not taken, <input type="checkbox"/> Survey summary sheet not filled
---	---

In case File is returned by the preparer - HOD Engg. comment & Signature	<input type="checkbox"/> Minor defects in the survey hence approved for preparation with warning to Surveyor. Report preparer to collect the missing information on his own. <input type="checkbox"/> Major defects in the survey. Survey has to be done again.
--	--

GENERAL DETAILS				
1.	Proposal or Ref. No.			
2.	Type of Service	<input type="checkbox"/> Valuation Report, <input type="checkbox"/> Estimate, <input type="checkbox"/> Other CE Certificates		
3.	Type of customer	<input type="checkbox"/> Bank <input type="checkbox"/> PSU <input type="checkbox"/> NBFC <input type="checkbox"/> Corporate <input type="checkbox"/> Company <input type="checkbox"/> Private client <input type="checkbox"/> Direct client through Bank		
4.	Bank/ FI/ Organization Name & Address	SAm - 1 Mohan. Phcu. Sbi		
5.	Case Allotment Officer/ Fees paying party Details	Name	Contact Number	Email Id
		Sanil Dey	99900 45341	Sanil.duseja@sbic.co.in
6.	Case Type	<input type="checkbox"/> Case for Fresh Account <input type="checkbox"/> Case for exiting account/ customer		
7.	Fees Details	Amount of Fees	Advance Amount if any	Payment will be paid by
				<input checked="" type="checkbox"/> Bank <input type="checkbox"/> Customer

CHECKED BY.....
 Appr rate land 1,35,00,000/- per acre
 Total rate 16,88,00,000/-

CASE DETAILS				
1.	Type of Property	Agriculture		
2.	Owner/ Applicant Details	Name	Contact Number	Email Id
		Bram Chaud		
3.	Account Name	Share Card Muzakka		
4.	Property Address	Village Larnpura, Haryana		
5.	Who will coordinate on site for the site survey	Name	Contact Number	
6.	Preferred time of survey	Date	Time	
		Amr Kumar		9985068827
7.	Documents Received (Any one ownership document and approved site plan/ map is must)	<p>1. Ownership Documents: <input type="checkbox"/> Sale Deed, <input type="checkbox"/> Power of Attorney, <input type="checkbox"/> Will Relinquishment Deed, <input type="checkbox"/> Transfer Deed, <input type="checkbox"/> Conveyance Deed, <input type="checkbox"/> Allotment Letter, <input type="checkbox"/> Possession Letter, <input type="checkbox"/> Agreement to Sell</p> <p>2. Map: <input type="checkbox"/> Cizra Map, <input type="checkbox"/> Approved Map, <input type="checkbox"/> Site Plan</p> <p>3. Any Other document: <input type="checkbox"/> TIR Report, <input type="checkbox"/> Old Valuation Report</p> <p>4. No documents provided: <input type="checkbox"/></p>		
8.	Special Instructions if any:			
9.	<p>I agree to pay the amount mentioned above for the preparation of Valuation Report. I agree that I'll not put pressure on Valuer firm to distort any facts and would not try to influence any member or official of the firm in the ill spirit or vested interest and to benefit any individual or organization by any means illegitimately.</p> <p>Customer Signature: _____</p>			

[illegible]

IMPORTANT INSTRUCTIONS

S.No.	CHECKLIST	STATUS
1.	IS PURPOSE OF THE ASSIGNMENT UNDERSTOOD CLEARLY	<input type="checkbox"/>
2.	IS WORK ORDER/ EMAIL/ CESA FORM FORMALITY COMPLETED	<input type="checkbox"/>
3.	FOR PRIVATE CASE OR FOR FRESH CASE 50% ADVANCE IS RECEIVED	<input type="checkbox"/>
4.	IS DOCUMENT CHECKLIST PROVIDED TO THE CUSTOMER	<input type="checkbox"/>

1.	Please do not accept the case if you do not have proper documents.
2.	Firstly please take & study the current applicable ownership documents of the property which needs to get surveyed.
3.	Mark the Owner/ Area/ Boundaries mentioned in the ownership documents with bold florescent marker pen before moving for the survey. During site survey if any difference is found in the above fields from the ownership documents then please contact the owner immediately to know the reason for the difference.
4.	Identify the Property clearly by matching the boundaries and area mentioned in the property papers.
5.	Take Google Map location.
6.	Take one photograph of the property along with abutting road.
7.	Take nearby photographs of the Property.
8.	Check Jurisdiction Municipal Limits & Ward Name.
9.	Fill the details in the Survey form and tick the appropriate option clearly.
10.	In case customer is found providing misleading information to you or trying to influence you by money or cash then immediately report to the Management & Bank.

S.NO.	CHECKLIST	STATUS
1.	Check nearby prominent landmark	<input checked="" type="checkbox"/>
2.	DO CLEAR IDENTIFICATION OF THE PROPERTY	<input checked="" type="checkbox"/>
3.	Match the boundaries of the property and its directions with the help of compass or sun direction	<input checked="" type="checkbox"/>
4.	Do sample measurement	<input checked="" type="checkbox"/>
5.	CHECK IF ANY BUILDING VIOLATIONS DONE	<input checked="" type="checkbox"/>
6.	Click multiple proper photographs of the property from inside-out	<input type="checkbox"/>
7.	Take selfie with the available representative	<input checked="" type="checkbox"/>
8.	Send Google Map location at maps@rkassociates.org	<input checked="" type="checkbox"/>
9.	Check municipal jurisdiction	<input type="checkbox"/>
10.	Check Main road name & width and its distance from the subject property.	<input checked="" type="checkbox"/>
11.	Check Lane width on which property is located	<input type="checkbox"/>
12.	Check any defects or negativity in the property	<input checked="" type="checkbox"/>
13.	CONFIRM PROPERTY RATES LOCALLY	<input checked="" type="checkbox"/>
14.	CHECK NEARBY DEVELOPMENT	<input checked="" type="checkbox"/>

***FILE PREPARER TO START PREPARING THE FILES ONLY AFTER ABOVE FORMALITIES ARE COMPLETED. FOR ANY EXCEPTION PLEASE BRING IT INTO NOTICE OF SENIOR GENERAL MANAGER (OPERATIONS), OTHERWISE DISCIPLINARY ACTION WILL BE TAKEN AGAINST FILE PREPARER.**

6.75 day
23/10/24

VACANT LAND SURVEY FORM

(Version 4.2) | Date of implementation: 09.02.2017 | Date of Revision: 04.01.2018

File No. RKA/DNCR/...../.....	Date: 4-12-19	Time:
-------------------------------	---------------	-------

GENERAL DETAILS

1.	Name of the Surveyor	Ryhu				
2.	Property shown by	<input type="checkbox"/> Owner, <input type="checkbox"/> Representative, <input type="checkbox"/> No one was available <table border="1"> <tr> <th>Name</th> <th>Contact No.</th> </tr> <tr> <td>David Kumar</td> <td>9985068827</td> </tr> </table>	Name	Contact No.	David Kumar	9985068827
Name	Contact No.					
David Kumar	9985068827					
3.	Survey Type	<input checked="" type="checkbox"/> Full survey (inside-out with measurements & photographs) <input type="checkbox"/> Half Survey (Measurements from outside & photographs) <input type="checkbox"/> Only photographs taken (No measurements)				
4.	Reason for Half survey or only photographs taken	<input type="checkbox"/> Property was locked, <input type="checkbox"/> Possessee didn't allow to inspect the property, <input type="checkbox"/> NPA property so couldn't be surveyed completely				
5.	How Property is Identified	<input type="checkbox"/> From schedule of the properties mentioned in the deed, <input type="checkbox"/> From name plate displayed on the property, <input checked="" type="checkbox"/> Identified by the owner/owner representative, <input type="checkbox"/> Enquired from nearby people, <input type="checkbox"/> Identification of the property could not be done, <input type="checkbox"/> Survey was not done				
6.	Type of Land	<input type="checkbox"/> Vacant Residential Plot, <input type="checkbox"/> Commercial Plot, <input type="checkbox"/> Vacant Industrial Plot, <input checked="" type="checkbox"/> Agricultural Land, <input type="checkbox"/> Institutional Land, <input type="checkbox"/> Land for Group Housing Society, <input type="checkbox"/> Land for Hotel/ Resort, <input checked="" type="checkbox"/> Land for Farm House				
7.	Property Measurement	<input type="checkbox"/> Self-measured, <input checked="" type="checkbox"/> Sample measurement only, <input type="checkbox"/> No measurement				
8.	Reason for no measurement	<input type="checkbox"/> It's a flat in multi storey building so measurement not required <input type="checkbox"/> Property was locked, <input type="checkbox"/> Owner/ possessee didn't allow it, <input type="checkbox"/> NPA property so didn't enter the property, <input checked="" type="checkbox"/> Very Large Property, practically not possible to measure the entire area <input type="checkbox"/> Any other Reason:				
9.	Purpose of Valuation	<input type="checkbox"/> Value assessment of the asset for creating collateral mortgage <input checked="" type="checkbox"/> Periodic Re-Valuation for Bank, <input type="checkbox"/> Distress sale for NPA A/c., <input type="checkbox"/> For DRT Recovery purpose, <input type="checkbox"/> Capital Gains Wealth Tax purpose <input type="checkbox"/> Partition purpose, <input type="checkbox"/> General Value Assessment				
10.	Type of Loan	<input type="checkbox"/> Housing Loan, <input type="checkbox"/> Housing Take Over Loan, <input type="checkbox"/> Home Improvement Loan, <input type="checkbox"/> Loan against Property, <input type="checkbox"/> Construction Loan, <input type="checkbox"/> Educational Loan, <input type="checkbox"/> Car Loan, <input type="checkbox"/> Project Loan, <input type="checkbox"/> Term Loan, <input type="checkbox"/> CC Limit enhancement, <input checked="" type="checkbox"/> Cash Credit Limit, <input type="checkbox"/> Industrial Loan, <input type="checkbox"/> NA				
11.	Loan Amount					

OWNERSHIP DETAILS

1.	Legal Owner Name/s	Sh. Prem Chand Garg.
2.	Property Purchaser Name	
3.	Property Address under Valuation	Village-Lambpur, Morla Bihars

4.	Present Residence Address of the Owner/ Purchaser	
5.	Property constitution	<input type="checkbox"/> Free Hold, <input type="checkbox"/> Lease Hold

LOCATION DETAILS							
1.	Adjoining Properties (Match it with papers with the help of compass or Sun direction and also confirm it with nearby people)	North	South	East	West		
		Road & DRAIN	Agro. Pass & DRAIN		Agro. Pass & DRAIN		
2.	Property Facing	<input type="checkbox"/> East Facing, <input type="checkbox"/> North Facing, <input type="checkbox"/> West Facing, <input type="checkbox"/> South Facing, <input type="checkbox"/> North-East Facing, <input type="checkbox"/> South-West Facing, <input type="checkbox"/> South-East Facing, <input type="checkbox"/> North-West Facing					
3.	Landmark	Khand - 1st St - 1st St					
4.	Ward Name/ No.						
5.	Zone Name						
6.	Main Road Name & Width and distance of the property from it	Name	Width	Distance from property			
		Khand 1st St	10	3km			
7.	Approach Road Name & Width						
8.	Location consideration of the Society	<input type="checkbox"/> Within Main city, <input type="checkbox"/> Within Good Urban developed Area, <input type="checkbox"/> Within developing area, <input type="checkbox"/> Highly posh locality, <input type="checkbox"/> Very Good, <input type="checkbox"/> Good, <input type="checkbox"/> Ordinary, <input type="checkbox"/> In interiors, <input checked="" type="checkbox"/> Remote area, <input type="checkbox"/> Backward, <input type="checkbox"/> Average, <input type="checkbox"/> Poor					
9.	Location of the Flat	<input type="checkbox"/> Park Facing, <input type="checkbox"/> Pool Facing, <input checked="" type="checkbox"/> Road Facing, <input type="checkbox"/> Entrance North-East Facing, <input type="checkbox"/> Sunlight facing					
10.	Characteristics of the Locality	<input type="checkbox"/> Urban developed, <input type="checkbox"/> Urban developing, <input type="checkbox"/> Semi Urban, <input checked="" type="checkbox"/> Rural, <input type="checkbox"/> Backward, <input type="checkbox"/> Industrial, <input type="checkbox"/> Institutional					
11.	Category of Society/ Locality	<input type="checkbox"/> High End, <input checked="" type="checkbox"/> Normal, <input type="checkbox"/> Affordable Group Housing, <input type="checkbox"/> EWS, <input type="checkbox"/> MIG, <input type="checkbox"/> LIG					
12.	Utilities/ Facilities in the locality	<input type="checkbox"/> Lifts, <input type="checkbox"/> Garden, <input type="checkbox"/> Landscaping, <input type="checkbox"/> Swimming Pool, <input type="checkbox"/> Gym, <input type="checkbox"/> Club House, <input type="checkbox"/> Walk Trails, <input type="checkbox"/> Kids play zone, <input type="checkbox"/> 100% Power Backup					
13.	Proximity to civic amenities	School	Hospital	Market	Metro	Railway Station	Airport
		3km	3km	3km	x	4 km	
14.	Any new development in surrounding area	No -					
15.	Jurisdiction limits	<input type="checkbox"/> Nagar Nigam, <input type="checkbox"/> Nagar Panchayat, <input checked="" type="checkbox"/> Gram Panchayat, <input type="checkbox"/> Nagar Palika Parishad, <input type="checkbox"/> Area not within any municipal limits					
16.	Jurisdiction Development Authority Name	<input checked="" type="checkbox"/> DDA, <input type="checkbox"/> GDA, <input type="checkbox"/> NOIDA, <input type="checkbox"/> GNIDA, <input type="checkbox"/> YEIDA, <input type="checkbox"/> HUDA, <input type="checkbox"/> KMDA, <input type="checkbox"/> MDDA, <input type="checkbox"/> Any other Development Authority:					

		<input type="checkbox"/> Area not within any development authority limits
17.	Municipal Corporation Name	<input checked="" type="checkbox"/> NDMC, <input type="checkbox"/> SDMC, <input type="checkbox"/> EDMC, <input type="checkbox"/> Ghaziabad Municipal Corporation, <input type="checkbox"/> Gurgaon Municipal Corporation, <input type="checkbox"/> Faridabad Municipal Corporation, <input type="checkbox"/> Kolkata Municipal Corporation, <input type="checkbox"/> Dehradun Municipal Corporation, <input type="checkbox"/> Area not within any municipal limits, <input type="checkbox"/> Any other Municipal Corporation/ Municipality:

PHYSICAL DETAILS				
1.	Land Area	As per Title deed	As per Map	As per site survey
		55 अ.ए. 20.24 अ.		
2.	Any conversion to the land use	5 अ.ए.		
3.	Land Type	<input checked="" type="checkbox"/> Solid, <input type="checkbox"/> Rocky, <input type="checkbox"/> Marsh Land, <input type="checkbox"/> Reclaimed Land, <input type="checkbox"/> Water logged, <input type="checkbox"/> Land locked		
4.	Shape of the Land	<input type="checkbox"/> Square, <input checked="" type="checkbox"/> Rectangular, <input type="checkbox"/> Trapezium, <input type="checkbox"/> Triangular, <input type="checkbox"/> Trapezoid, <input type="checkbox"/> Irregular, <input type="checkbox"/> NA		
5.	Level of Land	<input type="checkbox"/> On road level, <input checked="" type="checkbox"/> Below road level, <input type="checkbox"/> Above road level, <input type="checkbox"/> NA		
6.	Frontage to depth ratio	<input type="checkbox"/> Normal frontage, <input type="checkbox"/> Less frontage, <input checked="" type="checkbox"/> Large frontage, <input type="checkbox"/> NA		
7.	Are Boundaries matched	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No		
8.	Is Independent access available to the property?	<input checked="" type="checkbox"/> Clear independent access is available, <input type="checkbox"/> Access available in sharing of other adjoining property, <input type="checkbox"/> No clear access is available, <input type="checkbox"/> Access is closed due to dispute		
9.	Is property clearly demarcated with permanent boundaries?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> Only with Temporary boundaries		
10.	Is the property merged or colluded with any other property			
11.	Property currently possessed by	<input checked="" type="checkbox"/> Owner, <input type="checkbox"/> Vacant, <input type="checkbox"/> Lessee, <input type="checkbox"/> Under Construction, <input type="checkbox"/> Couldn't be Surveyed, <input type="checkbox"/> Property was locked, <input type="checkbox"/> Bank sealed, <input type="checkbox"/> Court sealed		
12.	Garden/ Landscaping	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> Beautiful, <input type="checkbox"/> Ordinary		
13.	Boundary Wall (Only for individual property)	Height:	Width:	Finish:
14.	Guard Room	<input type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> Area: 20 अ.ए.		
15.	Water arrangements	<input type="checkbox"/> Jet pump, <input checked="" type="checkbox"/> Submersible, <input type="checkbox"/> Jal board supply		
16.	Power connection	<input type="checkbox"/> No power line available within 5 Kms radius, <input checked="" type="checkbox"/> State owned power distribution company line available		
17.	Current activity carried out on the Land	<input type="checkbox"/> Vacant, <input checked="" type="checkbox"/> Farming, <input type="checkbox"/> Animal husbandry		
18.	Special comments if any	20 अ.ए. की जमीन तथा 20 अ.ए. का प्लॉट 20 अ.ए. की जमीन तथा 20 अ.ए. का प्लॉट		

PROPERTY RATE INFORMATION DETAILS

Gather information on the basis of the factors like Area location, Property location, Floor level, Block, Position, Frontage, Width of lane/ road in front of the property, Nearby development

1.	Demand & Supply condition in the Market for such properties	<input type="checkbox"/> Very Good, <input type="checkbox"/> Good, <input type="checkbox"/> Average, <input type="checkbox"/> Low	
2.	At what True rate Owner bought this Property	Year of purchase	
		Purchase Price	
3.	Minimum Rate in the locality		
4.	Maximum Rate in the locality		
5.	Local Information gathered during Site survey (Minimum 2 enquiries are must):		
	1. Name:	2012 31471.01/2	
	Contact No.	88 60 911128	
	Sale Purchase Rate	9910 2732 ST	
	Rental Rate		
	Comments	नमकी 511471 7310 672987	
	2. Name:	गव के बाहर का पवन निमी के 250	
	Contact No.	1.20 cr के 1.50 एकड़ का एकड़ 40 7546	
	Sale Purchase Rate	के वरान एक एकड़ है	
	Rental Rate		
	Comments	नमकी 511471 श्री 4 पद 2500 रूँदा में है	
	3. Name:	वसुधा पक्का रोड पर	
	Contact No.	9873092531	
	Sale Purchase Rate	1.50 एकड़ पर एकड़ का पक्का रोड पर	
	Rental Rate	1.25 cr पर एकड़	
	Comments	रास्ता जहाँ नहीं है पर 1 करोड़ के बिना है नेकरोड पर 3 cr है	

1 Acre = 4 Bigha 16 Biswa.
 = 4.80 bigha. } Rates near our subject.
 Property 1.25-3.00 cr.^{7.}

CASE NO.

UNDERTAKING BY THE CUSTOMER

I confirm that the property is inspected in front of me and I have provided all the information true to the best of my knowledge. I understand that any false information provided by me will lead to incorrect valuation report and I'd be solely responsible for it and will bear the charges for the changes/ modifications which have to undergo due to the false information. I also undertake that I haven't given any cash or in kind to any member of R.K Associates to influence the Value of the Property or favor any individual or organization and the same is not accepted or asked by the member of R.K Associates. Any such act will lead to cancellation of the material prepared by R.K Associates with forfeiting of the fees and I'll be completely responsible for its repercussions and legal actions taken for it.

IMPORTANT: We have not authorized any of our Surveyor to take Cash or kind from the customers directly. In case Surveyor or any member of R.K Associates asks for any money or kind from you then kindly please inform on number +91-9999597597. Our Valuation process is very stringent and have multiple check points to ensure correct & error free reports to keep the lending agency risk free. In case Surveyor claims that he would be able to arbitrary effect the Valuation figures unfairly or as per your requirement & need then he is making a false claim to you and we request you to complaint such act immediately on the number provided above.

Name:

Signature:

Mobile No.:

3-मिल
(सर्वोदय)

UNDERTAKING BY THE SURVEYOR

I confirm that I have done the Survey of the asset properly as per the fair professional best practices and Valuation & Survey policy guidelines issued by the organization. I have not taken any cash or kind from the customer or given the customer any wrong or false information or have made any false claims for arbitrary providing the Asset Valuation as per one's need or requirement by distorting the facts. In case at any point of time it is found that I have done any kind of fraudulent activity in this case and misled the company then I understand its legal consequences and appropriate penal action which company can take against me. Also in regard to it any monetary or reputation loss will be recovered from me.

Surveyor Name:

Signature:

fjhu

CASE NO.

UNDERTAKING BY THE PREPARER

I confirm that this Valuation Report is prepared as per the fair professional best practices and Valuation & Survey Policy Guidelines issued by the organization. I also confirm that without any personal interest, partiality or prejudice I have worked on the Valuation work of this case. Rates adopted for the asset is based on various facts, information collected from the site came to my knowledge during the course of the assignment and I have taken all sincere efforts to review & confirm this data/ information from all different angles using my prudent approach without any biasedness or pressure. I have prepared the report based on true facts & information as per best of my knowledge & case facts. I understand that any false information provided by me will lead to the incorrect valuation report and I'd be solely responsible for it and will bear the losses which will be put on the Company in form of monetary or reputation loss by its client or statutory bodies.

I also undertake that I did not come into any influence by the customer, Bank representative (officer or agent), colleagues, coworkers or any other person to arbitrarily change the Valuation figures or facts unethically or illegitimately which may put the public money at risk which is in the form of Bank deposits.

In case at any point of time in future I am found guilty of illegitimately distorting the facts in the Valuation or any other professional services which company offers in the market on being influenced by the customer or Bank representative (officer or agent) or for whatsoever may be the reason then I'd be solely responsible of any such act and I understand that the Company shall take appropriate legal action against me which may include suspension from the current roles & responsibilities or termination from the employment with immediate effect.

I also undertake that I have not taken any cash, favor or in kind from the customer for favoring any individual or organization by unfair means.

I also undertake that I'll not prepare any report on incomplete Survey form which is not properly filled as per the Company guidelines and in case I am preparing it which is creating an incorrect report then I'd be responsible for its consequences.

Preparer Name:

Signature:

SURVEY SUMMARY SHEET
(TO BE ENCLOSED WITH VALUATION REPORT)
(Version 1.0) | Date of implementation: 10.04.2017

Every Valuation report at R.K Associates is prepared based on the thorough survey of the property carried out by our Engineering Surveyor. This Survey Summary Sheet is for the information of Banker/ concerned interested organization. Detailed Survey Form can also be made available to the interested organization in case it is required to cross check what information our surveyor has given in site inspection report based on which Valuation report is prepared.

1.	File No.	552						
2.	Name of the Surveyor	Raj Kumar						
3.	Borrower Name	Shree Lal Mahaul Sahi						
4.	Name of the Owner	Sh. Ramesh Chandra Gangotri						
5.	Property Address which has to be valued	Village Lamban Teh- Narula Delhi - 40						
6.	Property shown & identified by at spot	<input type="checkbox"/> Owner, <input checked="" type="checkbox"/> Representative, <input type="checkbox"/> No one was available, <input type="checkbox"/> Property is locked, survey could not be done from inside <table border="1" style="width:100%"> <tr> <th>Name</th> <th>Contact No.</th> </tr> <tr> <td>Amit Kumar</td> <td>9985068828</td> </tr> </table>			Name	Contact No.	Amit Kumar	9985068828
Name	Contact No.							
Amit Kumar	9985068828							
7.	How Property is Identified by the Surveyor	<input type="checkbox"/> From schedule of the properties mentioned in the deed, <input type="checkbox"/> From name plate displayed on the property, <input checked="" type="checkbox"/> Identified by the owner/ owner representative, <input type="checkbox"/> Enquired from nearby people, <input type="checkbox"/> Identification of the property could not be done, <input type="checkbox"/> Survey was not done						
8.	Are Boundaries matched	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> No relevant papers available to match the boundaries, <input type="checkbox"/> Boundaries not mentioned in available documents						
9.	Survey Type	<input checked="" type="checkbox"/> Full survey (inside-out with measurements & photographs) <input type="checkbox"/> Half Survey (Measurements from outside & photographs) <input type="checkbox"/> Only photographs taken (No measurements)						
10.	Reason for Half survey or only photographs taken	<input type="checkbox"/> Property was locked, <input type="checkbox"/> Possessee didn't allow to inspect the property, <input checked="" type="checkbox"/> NPA property so couldn't be surveyed completely						
11.	Type of Property	<input type="checkbox"/> Flat in Multistoried Apartment, <input type="checkbox"/> Residential House, <input type="checkbox"/> Low Rise Apartment, <input type="checkbox"/> Residential Builder Floor, <input type="checkbox"/> Commercial Land & Building, <input type="checkbox"/> Commercial Office, <input type="checkbox"/> Commercial Shop, <input type="checkbox"/> Commercial Floor, <input type="checkbox"/> Shopping Mall, <input type="checkbox"/> Hotel, <input type="checkbox"/> Industrial, <input type="checkbox"/> Institutional, <input type="checkbox"/> School Building, <input type="checkbox"/> Vacant Residential Plot, <input type="checkbox"/> Vacant Industrial Plot, <input checked="" type="checkbox"/> Agricultural Land						
12.	Property Measurement	<input type="checkbox"/> Self-measured, <input checked="" type="checkbox"/> Sample measurement, <input type="checkbox"/> No measurement						
13.	Reason for no measurement	<input type="checkbox"/> It's a flat in multi storey building so measurement not required <input type="checkbox"/> Property was locked, <input type="checkbox"/> Owner/ possessee didn't allow it, <input type="checkbox"/> NPA property so didn't enter the property, <input checked="" type="checkbox"/> Very Large Property, practically not possible to measure the area within limited time <input type="checkbox"/> Any other Reason:						
14.	Land Area of the Property	As per Title deed	As per Map	As per site survey				
		55 Bigha - 2 Paiswa						
15.	Covered Built-up Area	As per Title deed	As per Map	As per site survey				
				1845 sqft				
16.	Property possessed by at the time of survey	<input checked="" type="checkbox"/> Owner, <input type="checkbox"/> Vacant, <input type="checkbox"/> Lessee, <input type="checkbox"/> Under Construction, <input type="checkbox"/> Couldn't be Surveyed, <input type="checkbox"/> Property was locked, <input type="checkbox"/> Bank sealed, <input type="checkbox"/> Court sealed						
17.	Any negative observation of the							

	property during survey	
18.	Is Independent access available to the property	<input checked="" type="checkbox"/> Clear independent access is available, <input type="checkbox"/> Access available in sharing of other adjoining property, <input type="checkbox"/> No clear access is available, <input type="checkbox"/> Access is closed due to dispute
19.	Is property clearly demarcated with permanent boundaries?	<input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> Only with Temporary boundaries
20.	Is the property merged or colluded with any other property	
21.	Local Information References on property rates	Please refer attached sheet named 'Property rate Information Details.'

Endorsement:

1. Signature of the Person who was present from the owner side to identify the property:

Undertaking: I have shown the correct property and provided the correct information about the property to the surveyor of R.K Associates to the best of my knowledge for which Valuation has to be prepared. In case I have shown wrong property or misled the valuer company in any way then I'll be solely responsible for this unlawful act.

a. Name of the Person:

b. Relation:

c. Signature:

d. Date:

3-11-14

(Signature)

In case not signed then mention the reason for it: ☐ No one was available, ☐ Property is locked, ☐ Owner/representative refused to sign it, ☐ Any other reason:

2. Surveyor Signature who did site inspection:

Undertaking: I have inspected the property and cross verified the property details at site to the extent of a. Matching boundaries of the property, b. Sample measurement of its area, c. Physical condition, d. Property rates as per local information with what is mentioned in the property documents provided to me by the Bank/interested organization. I have not come under influence of anyone during site inspection and have only recorded the true and factual details in the survey form which I come across during the site survey. I understand that giving any manipulative information in the survey form will lead to incorrect Valuation report which is an unlawful act and i'll be solely responsible for doing it.

a. Name of the Surveyor:

b. Signature:

c. Date:

(Signature)

553
7
Sunil Dusegg (manager)
9990045341

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6385, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.116 to 121.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO. D/231-D/2000

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6385, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.116 to 121.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6385 in additional book no.I, Vol.No.862 on pages 116 to 121 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

₹. 1,00,000/- (₹. One Lakh only).

AJAY SHANKER
ADVOCATE
ENL.NC-D/231-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE, WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL. NO. 40231-D/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

AJAY SHANKER
ADVOCATE
ENL.NQ.0231-D/2008

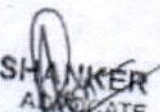
21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi , vide Reg.No. 6385 in additional book no.I, Vol.No.862 on pages 116 to 121 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
ENL NO. 1000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Murti Devi W/o Sh. Munni Lal Gupta R/o 148, Kapil Vihar, Pitampura Delhi , registered as document no. 6385, in book no. I, Vol. No.862, on pages no.116 to 121 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 8 Bighas 7 Biswas i.e. 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE
PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o -----, do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6385, dated 2.11.1999 / 8.11.1999 in additional book no.1, Volume no.862, on pages no.116 to 121 and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

553

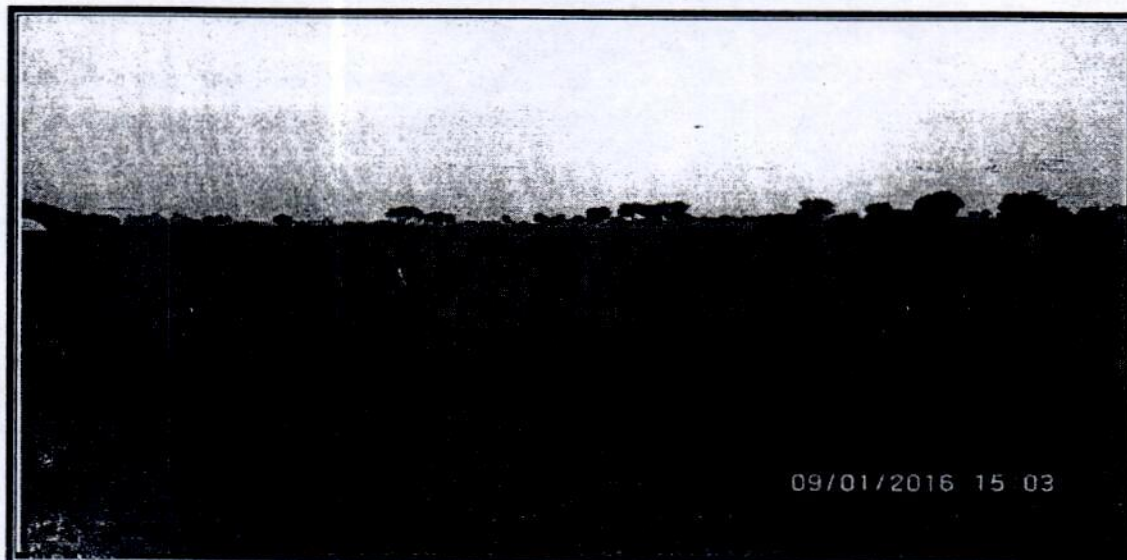
VALUATION OF VACANT LAND

BELONGING TO

M/s. SHRI LAL MAHAL LIMITED

LOCATED AT

VILLAGE LAMPUR, TEHSIL NARELA, DELHI - 110039



PREPARED FOR

M/s. SHRI LAL MAHAL LIMITED

B-5, BHAGWAN DAS NAGAR, NEW DELHI-110026

PREPARED BY

ITCOT CONSULTANCY AND SERVICES LTD

(Formerly Industrial and Technical Consultancy Organization of Tamil Nadu Limited)

Joint Venture of ICICI, SIDBI, IFCI, SIPCOT, TIIC, SIDCO & BANKS

Delhi Office: 407, Akashdeep Building, 26-A, Barakhamba Road, New Delhi - 110001

Phone: 011 - 23327226, 23752989

Registered Office: 50-A, Greams Road, Chennai - 600 006

Phone - 044-28290324, 044-2829436



SEPTEMBER-2016





INDEX

Chapters	Description	Page Nos.
	Executive Summary	3-5
I	Introduction	6-7
II	Methodology	8
III	Assumptions	9
IV	Valuation of Land	10-12
V	Expected Realizable Value & Distress Realizable Value	13-34
VI	EXPECTED REALIZABLE VALUE & DISTRESS SALE REALIZABLE VALUE	35-36
	Photograph	37-39
Annexure-I	Details and Cost of Land	



**VALUATION OF VACANT LAND BELONGING
TO
M/s SHRI LAL MAHAL LIMITED
LOCATED AT
VILLAGE LAMPUR, TEHSIL NARELA, DELHI 110039
(AS ON SEPTEMBER, 2016)**

EXECUTIVE SUMMARY

1.0 ITCOT- APPOINTED AS A VALUER

M/s Shri Lal Mahal Limited by a letter dated 24th August 2016 had appointed ITCOT Consultancy and Services Limited for the purpose of valuation of fixed assets i.e. land located at Village Lampur, Tehsil Narela, Delhi -110039.

1.1 OBJECTIVE OF VALUATION

The objective of the study is to assess the fair market value of the fixed assets i.e. land located at Village Lampur, Tehsil Narela, Delhi -110039.

1.2 VISIT TO THE SITE

To undertake the valuation of the fixed assets i.e. land of the company, a team of professionals of ITCOT visited the site located at Village Lampur, Tehsil Narela, Delhi-110039 along with the officials of the company on 01th Sep 2016. The team collected the details at the site and had discussions with the knowledgeable persons in the line.

1.3 The details of the visit made to the assets and methodology adopted for valuation are provided in this report. This valuation report pertains to the valuation of land belonging to M/s Shri Lal Mahal Limited located at Village Lampur, Tehsil Narela, Delhi -110039.

Based on the visit made, ITCOT has classified the assets into one major categories as mentioned below.



IMMOVABLE ASSETS

a) Land

1.4 VALUATION SUMMARY

Based on the information/documents provided, our observations and analysis, the Total Expected Realizable Value of the fixed assets i.e. Land located at Village Lampur, Tehsil Narela, Delhi -110039 is valued/ opinioned at Rs. 2129.00 Lakhs and Distress Sale realizable value is valued/ opinioned at Rs. 1916.10 Lakhs as on September 2016.

S. No.	Particulars	Total Area (In Acres)	Present Replacement Value of New Assets (Rs. In Lakhs)	Expected Realizable Value (Rs. In Lakhs)	Distress Sale Realizable Value (Rs. In Lakhs)
1	Land (SD No. 6379)	1.47	256.43	256.43	230.78
2	Land (SD No. 6380)	1.15	200.41	200.41	180.37
3	Land (SD No. 6381)	0.64	111.34	111.34	100.20
4	Land (SD No. 6382)	1.74	303.71	303.71	273.34
5	Land (SD No. 6383)	1.04	181.86	181.86	163.67
6	Land (SD No. 6384)	1.04	181.86	181.86	163.67

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



✓ 7	Land (SD No. 6385)	1.04	181.86	181.86	163.67
8	Land (SD No. 6386)	1.04	181.86	181.86	163.67
✓ 9	Land (SD No. 6387)	1.04	181.86	181.86	163.67
10	Land (SD No. 5369)	0.74	129.57	129.57	116.61
11	Land (SD No. 6435)	1.25	218.24	218.24	196.42
Total		12.17	2129.00	2129.00	1916.10



**VALUATION OF VACANT LAND BELONGING
TO
M/s SHRI LAL MAHAL LIMITED
LOCATED AT
VILLAGE LAMPUR, TEHSIL NARELA, DELHI 110039
(AS ON SEPTEMBER, 2016)**

1.0 INTRODUCTION

1.1 BRIEF HISTORY OF THE COMPANY

SHRI LAL MAHAL Group of Companies was established in 1907. From its modest beginnings way back in 1907 as a small business house it has grown into a large multinational conglomerate of India with a steadily rising annual turnover. The Group has been transformed into a multinational corporate house with its activities spread across several continents and has achieved incredible turnover.

SHRI LAL MAHAL is a Star Trading House. We are one of the biggest exporters of rice from India.

Basmati is SHRI LAL MAHAL Group's premium export. Today with a major share of the Basmati and non-Basmati export pie the Group is one of the largest exporters of Basmati and non-Basmati rice from India. In addition, we hold the credit of being the first Exporter to have exported 5000 MT of Basmati Rice for the first time from India to Europe, way back in 1978.

It has regularly been making bulk shipments of the commodity during the season, packing at one time in 16 ships being loaded in a single month. We are exporting Basmati rice to Europe, USA, Canada, Australia, South East Asia and Middle East. Our offices and associates are spread in various parts of the globe including Geneva, USA, UK, Singapore, Dubai, Mauritius, Saudi Arabia, Nigeria and Oman. The Group also processes and sells Pulses, Tea,



Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.

Spices, Soyabean and Sugar. Other prominent products of the Group are are Detergents, Cement, Steel Scrap, Iron Ore, Timber, Bauxite, Diamond & Gold.

- 1.2 The owner of the subject property intends to raise funds against a debt burden which liable to bank by liquidation of its assets, the subject property for the valuation, more specifically vacant land located at village lampur, tehsil narela, delhi – 110039. Hence, in order to ascertain the present realisable value of fixed assets viz. land, M/s Shri Lal Mahal Limited has availed the services of ITCOT Consultancy and Services Limited (a joint venture of ICICI, SIDBI, IFCI, SIPCOT, TIIC, SIDCO & Banks) for valuation of fixed assets (land) of M/s Shri Lal Mahal Limited located at Village Lampur, Tehsil Narela, Delhi -110039. The details of the report are given in the ensuing pages.



2.0 METHODOLOGY

The present valuation report is based on the visit of a team of professionals of ITCOT to the site located at Village Lampur, Tehsil Narela, Delhi -110039 on 01ST Sep 2016 and the details collected at the site, area of its location and discussions with the knowledgeable persons. The cost of land has been ascertained based on its present fair market rate in the area. Basic data regarding land gathered at site as well as supplied by the company in respect of the above said project. The key officials of the Company were present for helping the valuation team of ITCOT.

2.1 Land Valuation

Land has been valued based on

- Circle Rate / Guideline Value from the Office concerned
- Market value information with respect to the site.

The land valuation is also on the basis of the

- Conditions mentioned in the Sale deed/Lease Deed/Allotment letter.
- Location & utility of the land,
- Topography of the land
- Present condition of the land
- Access to the land from the public road
- Infrastructure in terms of Road / Rail / Water / Power etc.
- Availability of land parcel / Size of the land etc.,
- Demand for such land



3.0 ASSUMPTIONS

- The study has been carried out for a limited purpose i.e. to ascertain the present realizable value of the immoveable assets.
- The valuation of assets has been conducted by our team on an estimated basis keeping in view the present condition and technology development taken in the field and does not bind us with any kind of liability for their sales and realization.
- The Circle Rate/Guideline value and other information obtained from tehsil office Narela, Delhi for valuation of the land.
- The prevailing market rates gathered in and around the location have also been considered as a basis for valuation of the land.
- The assets have been valued on the basis of "AS IS WHERE IS and AS IS WHAT IS BASIS".
- The Valuation of assets has been carried out for the assets as shown by officials of the company.

Disclaimer

This report has been prepared based on the information gathered at site, observations during the site visit, information and documents made available by the company and informed to ITCOT. Even though every care has been taken in the preparation of this report, ITCOT does not however, take any responsibility on the accuracy of the assumptions or consequent results.

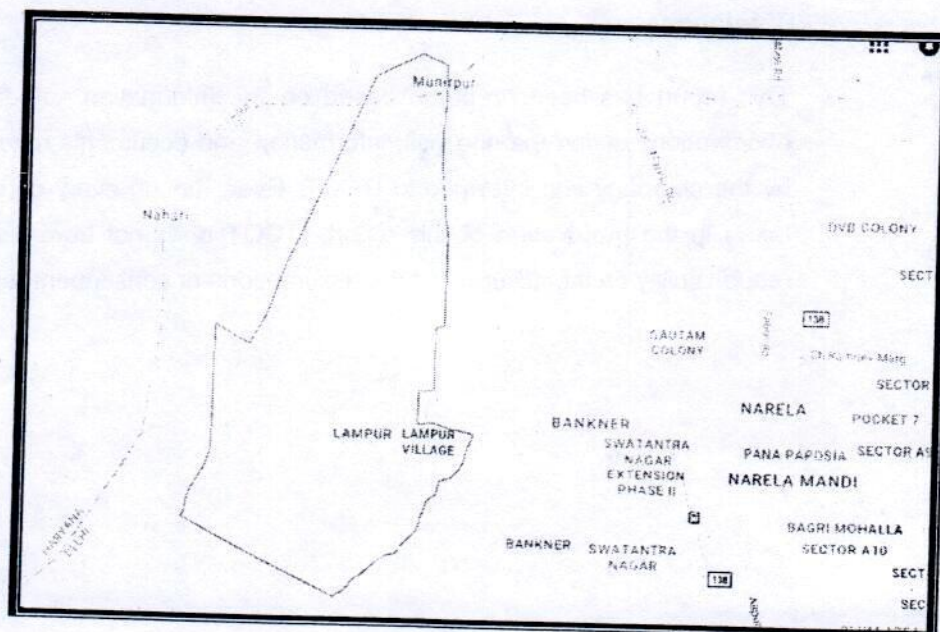
4.0 VALUATION OF LAND

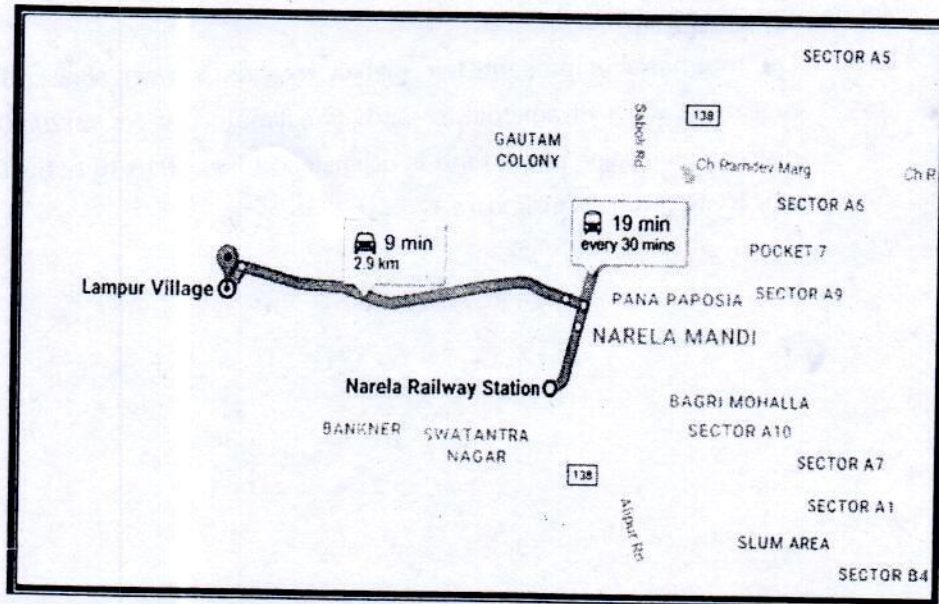
There are 11 parcels of land located at Village Lampur, District Narela, Delhi 110039 and the ensuing pages contains individual details of each parcel with their area and particulars. All parcels falls in agriculture type.

4.1 CONNECTIVITY TO THE SITE:

Narela sub-city is a tehsil, located in the North West Delhi district of NCT of Delhi, and forms the border of the Delhi state with Haryana. Situated just off the Grand Trunk Road, its location made it an important market town for the surrounding areas, during the 19th century, which it still retains. It was developed as the third mega sub-city project of Delhi Development Authority (DDA) in the urban extension project of Delhi, after Rohini Sub City and Dwarka Sub City and covering an area of 9866 ha. The 'Narela Industrial Area', started developing in the early 1980s and is today one of the important such complexes in Delhi.

The Google image/Map showing the unit under valuation and surroundings provided in this report.





KEY FEATURES OF THE SITE

Sl. No.	Particulars	Details
1	Nearest Highway	NH- 1
2	Nearest Railway Station	Narela (2.9 kms)
3	Nearest Airport	IGI Airport, New Delhi (49.2kms)

Nearest railway station connected to the site is Narela and nearest airport connected to the site is IGI, New Delhi at a distance of 2.9 kms and 49.2 kms respectively.

4.2 Circle Rate and Prevailing Market Rate

The present circle rate of agriculture land is Rs. 53 lakhs per acre for agriculture use as gathered from tehsil office of Narela District. Our enquiries reveals that the current fair market value in and around that area is Rs. 175 lakhs per acre for agriculture use depending upon the extent of land, location, shape, topography, access and infrastructure facilities etc.



4.3 Value of Land

On the basis of present fair market rate as shown above, the expected realizable value of agriculture land is estimated at Rs. 2129.00 lakhs and distress sale value of the land is estimated at Rs. 1916.10 lakhs, the details of which are given at **Annexure-I**.



5.0 DETAILS EACH PARCEL OF LAND

5.1 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6379 admeasuring area 1.47 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh. Prem Chand Garg s/o Sh. Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



15	Are there any agreements of easements? If so, attach copy	No
16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.2 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6380 admeasuring area 1.15 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



5.3 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6381 admeasuring area 0.64 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.4 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6382 admeasuring area 1.74 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.5 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6383 admeasuring area 1.04 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No



Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.

16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.6 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6384 admeasuring area 1.04 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



15	Are there any agreements of easements? If so, attach copy	No
16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.7 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6385 admeasuring area 1.04 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.8 **At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6386 admeasuring area 1.04 acres)**

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.9 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6387 admeasuring area 1.04 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No
16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.10 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 5369 admeasuring area 0.74 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Sh Prem Chand Garg s/o Sh Har Narain Aggarwal
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only
15	Are there any agreements of easements? If so, attach copy	No
16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



5.11 At Village Lampur, District Narela, Delhi 110039 (Sale Deed No. 6435 admeasuring area 1.25 acres)

1	Purpose for which valuation is made	To assess the fair market value of the said property for liquidation purpose
2	Date on which site is visited	September 2016
3	Name of the owner/s	Smt Anita Garg w/o Sh Prem Chand Garg
4	If the property is under joint ownership/ co-ownership, share of each such owner. Are the shares undivided?	The property is under single ownership
5	Brief description of the property	Demarcated Agriculture Land
6	Location, street, ward no.	Village- Lampur, Distt- Narela, Delhi
7	Is the property situated in residential/ commercial/ industrial/ mixed area	Agriculture area
8	Classification of locality-high class/ middle class/ poor class	Middle Class
9	Proximity to civic amenities like schools, hospitals, offices, market, cinemas etc	Not within reasonable distance
10	Means & Proximity to surface communication by which the locality is served	By road transport and then by Kaccha Rasta
11	Demarcation done	Yes
12	Road, street or lane on which the land is abutting	--
13	Is it a freehold or lease hold land?	Free Hold
14	Is there any restrictive covenant in regard to use of land, if so, attach a copy	To be used for agriculture purpose only

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



15	Are there any agreements of easements? If so, attach copy	No
16	Does the land area fall in an area included in any town planning plan of Govt. Or any statutory body? If so, give particulars	No
17	Distance from the main Road	06 kms
18	Present Circle Rate in said area	Rs. 53 lakhs per acre
19	Present Market Rate in said area	Rs. 175 lakhs per acre



6.0 EXPECTED REALIZABLE VALUE & DISTRESS SALE REALIZABLE VALUE

Based on the information/documents provided, our observations and analysis, the Total Expected Realizable Value of the fixed assets i.e. Land located at Village Lampur, Tehsil Narela, Delhi -110039 is valued/ opinioned at Rs. 2129.00 Lakhs and Distress Sale realizable value is valued/ opinioned at Rs. 1916.10 Lakhs as on September 2016.

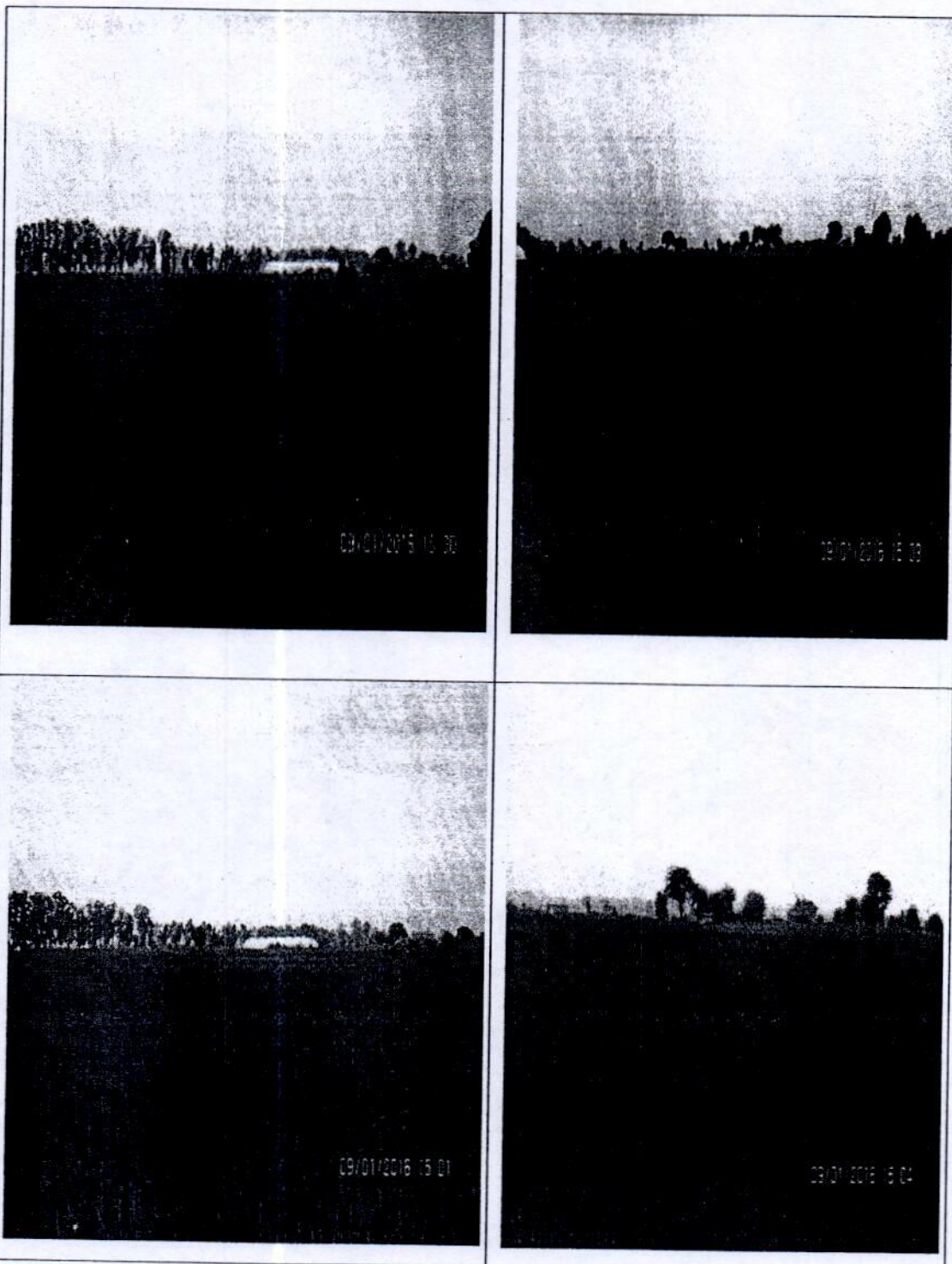
S. No.	Particulars	Total Area (In Acres)	Present Replacement Value of New Assets (Rs. In lakhs)	Expected Realizable Value (Rs. In lakhs)	Distress Sale Realizable Value (Rs. In Lakhs)
1	Land (SD No. 6379)	1.47	256.43	256.43	230.78
2	Land (SD No. 6380)	1.15	200.41	200.41	180.37
3	Land (SD No. 6381)	0.64	111.34	111.34	100.20
4	Land (SD No. 6382)	1.74	303.71	303.71	273.34
5	Land (SD No. 6383)	1.04	181.86	181.86	163.67
6	Land (SD No. 6384)	1.04	181.86	181.86	163.67
7	Land (SD No. 6385)	1.04	181.86	181.86	163.67

Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.



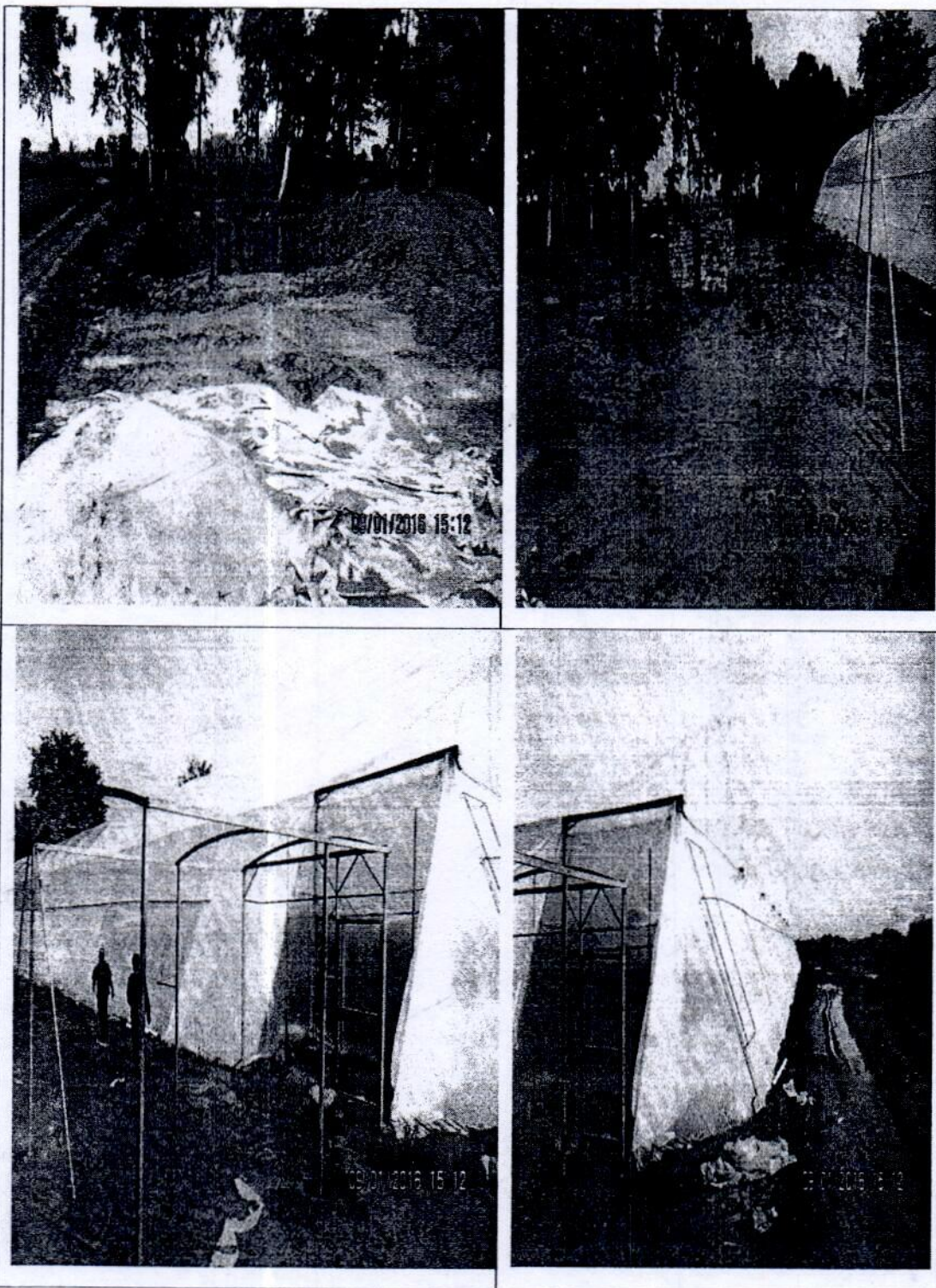
8	Land (SD No. 6386)	1.04	181.86	181.86	163.67
9	Land (SD No. 6387)	1.04	181.86	181.86	163.67
10	Land (SD No. 5369)	0.74	129.57	129.57	116.61
11	Land (SD No. 6435)	1.25	218.24	218.24	196.42
	Total	12.17	2129.00	2129.00	1916.10

PHOTOGRAPH



Valuation of Vacant Land belonging to M/s Shri Lal Mahal Ltd.







ANNEXURE - I

M/s SHRI LAL MAHAL LIMITED

DETAILS AND COST OF LAND

Particulars	Total Area Bigha Biswa	Area of Land (Acres)	Present Fair Market Rate (Lakhs per Acre)	Present Replacement Value (Rs. in Lakhs)	Expected Realizable Value (Rs. in Lakhs)	Distress Sale Realisable Value (Rs in Lakhs)

I LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6379 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal. The agriculture land measuring 7 Bighas and 1 Biswa, i.e. 141/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11), 4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25 (4-16) and Mustkil no. 61, Killa Nos. 10(3-6), 11(4-16), 20(4-16) and 21(4-16) at village Lampur Tehsil Narela, Delhi -110039

Total

7	1	1.47	175.00	256.43	256.43	230.78
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur,

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.
The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

II LAND

Free hold Land :
Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6380 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.
The agriculture land measuring 5 Bighas and 10.2 Biswa, i.e. 1/10 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11), 4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61 Killa Nos. 10(3-6), 11(4-16) & 21(4-16) at village Lampur Tehsil Narela, Delhi -110039

Total

5	10.2	1.15	175.00	200.41	200.41	180.37
---	------	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

III LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type: Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6381 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal. The agriculture land measuring 3 Bighas and 1.22 Biswa, i.e. 1/18 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11), 4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61 Killa Nos. 10(3-6), 11(4-16) & 21(4-16) at village Lampur Tehsil Narela, Delhi -110039

Total

3	1.22	0.64	175.00	111.34	111.34	100.20
---	------	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur,



Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.

Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

IV LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6382 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 8 Bighas and 7 Biswa, i.e. 167/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11),

4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos.

14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61

Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi -110039

Total

8	7	1.74	175.00	303.71	303.71	273.34
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the

Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.

near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

V LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6383 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 5 Bighas and 0 Biswa, i.e. 100/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11),

4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61

Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi -110039

Total

5	0	1.04	175.00	181.86	181.86	163.67
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.



Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

VI LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6384 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 5 Bighas and 0 Biswa, i.e. 100/1102

share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11),

4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos.

14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61

Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi -110039

Total

5	0	1.04	175.00	181.86	181.86	163.67
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

VII LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6385 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 5 Bighas and 0 Biswa, i.e. 100/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11), 4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos.

14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61 Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi -110039

Total

5	0	1.04	175.00	181.86	181.86	163.67
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries:

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.

North : Other's Agriculture Land
 South : Other's Agriculture Land
 East : Other's Agriculture Land
 West : Other's Agriculture Land

VIII LAND

Free hold Land :
 Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type: Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6386 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 5 Bighas and 0 Biswa, i.e. 100/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11),

4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos.

14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61

Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi - 110039

Total

5	0	1.04	175.00	181.86	181.86	163.67
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the

Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the

near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land





Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.

South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

IX LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 6387 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal.

The agriculture land measuring 5 Bighas and 0 Biswa, i.e. 100/1102 share of land comprised in Mustkil no. 9, Killa Nos. 3/2(0-11),

4(4-16) & 5/1(3-5), Mustkil No. 60, Killa Nos.

14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), Mustkil No. 61

Killa Nos. 10(3-6), 11(4-16) & 21(4-16)

at village Lampur Tehsil Narela, Delhi -110039

Total

5 0 1.04 175.00 181.86 181.86 163.67

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur,

Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the

Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur,

Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the

near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land

South : Other's Agriculture Land

East : Other's Agriculture Land

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



West : Other's Agriculture Land

X LAND

Free hold Land :

Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser :

Sh Prem Chand Garg s/o Sh Har Narain Aggarwal

Description of Land :

As per the sale deed no. 5369 provided by the Company, the said property is owned by Sh Prem Chand Garg s/o Sh Har Narain Aggarwal. The agriculture land measuring 3 Bighas and 11.3 Biswa, i.e. 1/4 share of land comprised in Mustikil no. 60, Khasra Nos. 4/2 (3-12), 5/2 (1-01), 6(4-16) & 7(4-16) at village Lampur Tehsil Narela, Delhi -110039

Total

3	11.25	0.74	175.00	129.57	129.57	116.61
---	-------	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries :

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

XI LAND

Free hold Land :

ITCOT Consultancy and Services Limited

Valuation of Fixed Assets of M/s Shri Lal Mahal Ltd.



Land located at Village Lampur, Tehsil Narela, Delhi - 110039

Type : Agriculture Land

Purchaser:

Smt Anita Garg w/o Sh Prem Chand Garg

Description of Land :

As per the sale deed no. 6435 provided by the Company, the said property is owned by Smt Anita Garg w/o Sh Prem Chand Garg.

The agriculture land measuring 6 Bighas and 0 Biswa, i.e. 1/4 share of land comprised in Khasra Nos. 6/9 (1-04) and 6/10(4-16) at village Lampur Tehsil Narela, Delhi -110039

Total

6	0	1.25	175.00	218.24	218.24	196.42
---	---	------	--------	--------	--------	--------

Present Rate :

The present circle rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 53 lakhs per acre as gathered from the Tehsil office, Narela.

The present fair market rate of Agriculture Land in the said area (Village Lampur, Tehsil Narela, Delhi) is Rs. 175 lakhs per acre as gathered from the near by property dealers/brokers.

Boundaries:

North : Other's Agriculture Land
South : Other's Agriculture Land
East : Other's Agriculture Land
West : Other's Agriculture Land

Grand Total

57.00	30.67	12.17	2129.00	2129.00	1916.10
-------	-------	-------	---------	---------	---------

553 6
AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.110 to 115.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.110 to 115.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6384 in additional book no.I, Vol.No.862 on pages 110 to 115 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

₹. 1,00,000/- (₹. One Lakh only).

AJAY SHANKER
ADVOCATE
ENL.NO-D/234-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. **However property is already mortgaged with S.B.M. Naya Bazar, Delhi.**

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL.NO-D/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

AJAY SHANKER
ADVOCATE
ENL. NO. 6231-D/2000


21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi , vide Reg.No. 6384 in additional book no.I, Vol.No.862 on pages 110 to 115 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
ENL.NO. D/231-D/2000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Munni Lal (HUF) through its Karta Sh. Munni Lal S/o Sh. Nathu Mal R/o 158, main Bazar Narela, Delhi , registered as document no.6384, in book no. I, Vol. No.862, on pages no.110 to 115 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 8 Bighas 7 Biswas i.e. 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o
swear on oath as under:-

, do hereby

- 1 That the deponent is the owner of the Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra. Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.1, Volume no.862, on pages no.110 to 115. and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

553

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 13.02.2015

PAN : BBBPS8277A

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar,

Delhi-6

MEMO OF BILL

Please find herewith memo of bill towards the Legal opinion in respect of 1/4th share of Agricultural Land measuring comprising of khasara No. 60/4/2(3-12) 5/2 (1-01) 6(4-16) 7(4-16) i.e. land measuring 3 Bigha 11 Biswas situated at village Lampur, Delhi.

A/c M/s Lal Mahal Ltd.

Professional fee in respect of Legal opening ₹. 2,500/-

Towards expenses ₹ 2,000/-

Total ₹ 4,500/-

(Rupees Four thousand Five hundred only)

Ajay Shanker

(Advocate)

✓

AJAY SHANKER

Advocate

Enrol.No: D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 13.02.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, in respect of 1/4th share of Agricultural Land measuring comprising of khasara No. 60/4/2(3-12) 5/2 (1-01) 6(4-16) 7(4-16) i.e. land measuring 3 Bigha 11 Biswas situated at village Lampur, Delhi.

A/c M/s Shivrath Rai Harnarain (India) Ltd.

Lal Mahal Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

M/s Lal Mahal Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

1/4th share of Agricultural Land measuring comprising of khasara No. 60/4/2(3-12) 5/2 (1-01) 6(4-16) 7(4-16) i.e. land measuring 3 Bigha 11 Biswas situated at village Lampur, Delhi.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 01-07-1997, same is registered with Sub-Registrar, vide Reg.No. 5369 in additional book no.1, Vol.No.378 on pages 125-129 on 01-07-1997.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

01.07.1997.

CONSIDERATION FOR SALE.

1,00,000/- (Rs. One Lakh only).

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 01.07.97.

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

No.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND

WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 01-07-1997, executed by Sh. Jile Singh S/o Sh. Ram Mehar in favour of Sh. Prem Chand , same is registered with Sub-Registrar, vide Reg.No. 5369 in additional book no.I, Vol.No.378 on pages 125-129 on 01-07-1997.

2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

SARFAESI ACT 2002 IS NOT ENFORCEABLE.

For chain of the property please see Annexure A.

AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 13.02.2015

ANNEXURE

(Chain of Title)

That Sh. Jile Singh S/o Sh. Ram Mehar R/o Village Nahri District Sonapat through Sh. Subhash S/o Sh. Karam Singh as General Attorney executed a Sale Deed in favour of Sh. Prem Chand same is registered with Sub-Registrar VI, Delhi vide Reg. No. 5369, Book No. I, Vol.No. 378, page 125 to 129 dated 01/07/1997.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

**AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE
PROPERTY**

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____, do hereby
swear on oath as under:-

1. That the deponent is the owner of 1/4th share of Agricultural Land measuring comprising of khasara No. 60/4/2(3-12) 5/2 (1-01) 6(4-16) 7(4-16) i.e. land measuring 3 Bigha 11 Biswas situated at village Lampur, Delhi by virtue of Sale Deed Reg. No. 5369 dated 01.07.97 and offered as security against the loan account of M/s Lal Mahal Ltd.
2. That the property mentioned above is in the physical possession of the deponent.
3. That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
4. That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
5. That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
6. That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
7. That the title of the deponent to the aforesaid property is original and not duplicate or fake one.

4

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

65

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 8 Bighas and 7 Biswas 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6382, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.98 to 103.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 8 Bighas 7 Bishwa 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6382, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.98 to 103.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6382 in additional book no.I, Vol.No.862 on pages 98 to 103 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

AJAY SHANKER
ADVOCATE
ENL.NO.D/231-D/2000

₹. 2,00,000/- (₹. Two Lakh only).

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

AJAY SHANKER
ENL. NO. 1271-D/2000
ADVOCATE

N.A.

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

N.A.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

AJAY SHANKER
ADVOCATE
ENL NO. 103-D/2000

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi , vide Reg.No. 6382 in additional book no.I, Vol.No.862 on pages 98 to 103 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.

AJAY SHANKER
ADVOCATE
ENL NO. 01234-D/2000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Munni Lal (HUF) through its Karta Sh. Munni Lal S/o Sh. Nathu Mal R/o 158, main Bazar Narela, Delhi , registered as document no.6382, in book no. I, Vol. No.862, on pages no.98 to 103 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 8 Bighas 7 Biswas i.e. 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6382, dated 2.11.1999 / 8.11.1999 in additional book no.1, Volume no.862, on pages no.98 to 103 , in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO. D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____, do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 8 Bighas 7 Bishwa 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, kila no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6382, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.98 to 103. and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, in respect of 1/10 th share Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6380, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.82 to 89.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
22/01/2015

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

1/10 share in out of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6380, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.82 to 89

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6380 in additional book no.I, Vol.No.862 on pages 77 to 81 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.


That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

3,50,000/- (Rs. Three Lakh Fifty thousand only).


AJAY SHANKER
ADVOCATE
ENL NO-D/01/01/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).
Sale Deed dated 02.11.99/08.11.99
7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.
No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.
8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.
N.A.
9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).
Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.
10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.
No.
11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.
N.A.
12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.
Property Tax receipt required to be verified by the bank.
13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?
N.A.

AJAY SHANKER
ADVOCATE
ENL.NO-D-13-D/2000

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6380 in additional book no.I, Vol.No.862 on pages 77 to 81 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.

AJAY SHANKER
ADVOCATE
ENL.NO-D/2000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

(Advocate)

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Sh. Satya Narayan Gupta (HUF) through its karta Sh. Satya Narayan Gupta S/o Sh. Nathu Mal R/o 158, main Bazar, Narela, registered as document no.6380, in book no. I, Vol. No.862, on pages no.82 to 89 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi , in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO. D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____, do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6380, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.82 to 89, by virtue of Sale Deed Reg. No, 6379 dated 2.11.1999/ 8.11.1999 and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.

- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, in respect of 1/18 th share Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, kila no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6381, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.90 to 97.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi.

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

1/18 th share Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6381, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.90 to 97.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6381 in additional book no.I, Vol.No.862 on pages 90 to 97 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

3,00,000/- (Rs. Three Lakh only).

AJAY SHANKER
ADVOCATE
ENL.NO-1231-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL. NO. 07231-D/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

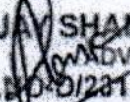
Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.


AJAY SHANKER
ADVOCATE
ENL. NO. D/231-D/2000


21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6381 in additional book no.I, Vol.No.862 on pages 90 to 97 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
EN/AJAYSHANKER/2000

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

(Advocate)

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Munni Lal Gupta S/o Sh. Nathu Mal R/o 148, Kapil Vihar, Pitam Pura, Delhi registered as document no.6381, in book no. I, Vol. No.862, on pages no.90 to 97 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby 1/18 th share Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6381, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.90 to 97. , in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL. NO. D/ 231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o ----- , do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the 1/18 th share Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6381, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.90 to 97, and offered as security against the loan account of M/s Shivnath Rai Hamarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.

- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

ADVOCATE L.P.L. SHAN

CHAMBER

75, LAKSHMI CHANDER, JAIN BLDG. (Phone: 191/193)

MADHU S. DASHY

OFFICE CUM RES:

143, ARHANT NAGAR, ROHTAK ROAD, NEW DELHI-110028. Phone: 5105408

ADVOCATES

RESIDENCE

A-68, 44A, PASCHEM VIHAR, NEW DELHI. Phone: 5579885

Ref. No - 0090

Dated : 21/04/00

To,

Document
No 6385

The Chief Manager,
State Bank of Mysore,
Naya Bazar, Delhi

Reg: Property of Sh. Prem Chand Garg, S/o Sh. Hamarain, bearing no. 5 bigha i.e. 100/1102 share of agri. Land meas. 55 bigh 2 bis. In must. No. 9, k. no. 3/2(0-11), 4(4-16), 5/1(3-5), must. No. 60, k. no. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), must. No. 61, K. no. 10(3-6), 11(4-16), 20(4-16), 21(4-16), situated at Village Lampur, near Ghevra, registered at Sub-Registrar- VI, Pitam Pura, Delhi regd. on 2-11-99/8-11-99, document no. 6385, in additional book no. I, Volume no. 862, on pages no. 116 to 121 on - A/c M/s Shivmath Rai Hamarain (India) Ltd.

Dear Sir,

I have gone through the photocopies of the sale deed dated executed by Smt. Murti Devi, wife of Sh. Muri Lal Gupta, R/o 148, Kapli Vihar, Pitam Pura, Delhi, registered as document no. 6385, in book no. I, Vol. no. 862, on pages 116 to 121 with sub-registrar- VI, Pitam Pura, Delhi regd. on 2-11-99/8-11-99, whereby Property 5 bigha i.e. 100/1102 share of agri. Land meas. 55 bigh 2 bis. In must. No. 9, k. no. 3/2(0-11), 4(4-16), 5/1(3-5), must. No. 60, k. no. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), must. No. 61, K. no. 10(3-6), 11(4-16), 20(4-16), 21(4-16), situated at Village Lampur, near Ghevra, was conveyed to Sh. Prem Chand Garg, S/o Sh. Hamarain, R/O B-1, Bhagwan Dass Nagar, New Delhi who is the owner of the said property now. The holder has therefore got a marketable title in it, which can be alienated and taken as collateral security for M/s Shivmath Rai Hamarain (India) Ltd. However it may be noted that the property is agricultural land, therefore the mutation and Khasra Girdavari must be obtained. As the sale deeds are for part of Khasra nos., therefore it is advisable to mortgage the entire holding of land by creating mortgage by deposit of all the sale deeds in respect of the above holding.

The record of sub-registrar- VI, Pitam Pura, Delhi was got scrutinised vide receipt no. 1518 book no. 1 dated 11/04/00 from the year 1996 to 2000 and the record of sub-registrar- I, Kashmere Gate, Delhi was got scrutinised vide receipt no. 3531 book no. 41 dated 17/04/00 from the year 1998 to 1996 with reference to above property. From the scrutiny conducted in the said offices from the available index registers nothing incriminating was noticed and as such the property is free from encumbrance for the last more than 12 years.

The property is agricultural land, therefore there is no impediment to take the property as collateral security by the bank, by creating a mortgage by deposit of original title deeds with the bank.

Affidavit of the party is also enclosed herewith which may be got signed in the presence of the concerned official of the Bank and got Notarized.

Thanking you,
Yours truly,

Jagdish-Lal Jain
Advocate.

JAGDISH LALL JAIN
MAOHU S. OAHYA
ADVOCATES

CHAMBER : 17, BARBERS CHAMBERS, TOWER BLDG., 110 HALSAI COURT, DELHI-94. TEL : 33913743
MOB : 9871179901
OFFICE CHARGE : 147, ADARSH NAGAR, SUNDER MOH. TEL : 25101408
FAX DELHI-110021.
RESIDENCE : A-50, 444, SAJDEH VIHAR, NEW DELHI. TEL : 25256603
FAX : 2511257947

Ref. No - 0090a

Dated : 27/10/03

To,

The Asst. Gen. Manager,
State Bank of Mysore,
Naya Bazar, Delhi

Reg: Property of Sh. Prem Chand Garg, S/o Sh. Hamarain, bearing 5 bigha Ls. 10/1182 share of agri. Land meas. 55 bigh 2 bis. in must. No. 9, k. no. 3/2(0-11), 4(4-16), 5/1(3-5), must. No. 10, k. no. 14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), must. No. 81, K. no. 10(3-5), 11(4-16), 20(4-16), 21(4-16) situated at Village Lampur, near Ghevra, registered at VI, Pitam Pura, Delhi regd. on 2-11-99/8-11-99, document no. 6385 in additional book no. I, Volume no. 862, on pages no. 116 to 121 on - A/c M/s Shivmali Rai Hamarain (India) Ltd.

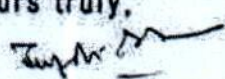
Dear Sir,

With reference to your letter with regard to above property and my opinion ref. No. 0090 dated 21/04/00 with regard to the above property held as collateral security with you, the records of the sub-registrar VI, Pitam Pura, Delhi was got scrutinised vide receipt no. 24275 out of book no. B, dated 17/10/03 from 2000 to 2003 with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said offices.

The property continue to be unencumbered during this period. The attached affidavit of non-encumbrance be also obtained from the property owner and got signed in the presence of the concerned bank official and be got Notarized.

The copy of latest Khatauni/Khasra Girdavari be obtained from Patwari by the property holder.

Thanking you,
Yours truly,


Jagdish Lall Jain
Advocate.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodeskingshal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office: Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.

Dated

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND MEASURING 7 BIGHA 1 BISWA
i.e. 141/1102 SHARE OF AGRICULTURAL LAND
MEASURING 55 BIGHAS 2 BISWAS BEARING MUSTATIL
NO.9 KILLA NO.3/2(0-11), 4(4-16), 5/1(3-5),
MUSTATIL NO.60 KILLA NO.14(4-16) 15(4-16),
16(4-16), 17(4-16), 24(4-16), 25(4-16),
MUSTATIL NO.61 KILLA NO.10 (3-6), 11(4-16),
20(4-16), 21(4-16), SITUATED IN VILLAGE
LAMPUR, NEAR GHEWRA, DELHI OWNED BY SHRI PREM
CHAND GARB S/O SHRI HAR NARAIN.


A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me
with regard to the above property held as Collateral
Security with you, the records of the Sub-Registrar-
VI-B Alipur, Delhi from 2011 till date vide Receipt
No.1076 dated 28.03.2012 was got scrutinized with
particular reference to the above property and nothing
incriminating was found from the scrutiny conducted
from the available record in the said office. The
property continues to be un-encumbered during this
period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-3338/1980 Advocate
e-mail: parmodeskingshal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Res. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.

TO

Dated.....

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 100/102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16) 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEMRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

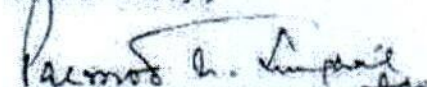
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar VI-B Alipur, Delhi from 2011 till date vide Receipt No.1077 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodksinghal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.....

TO

Dated.....
28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 1/10 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16), 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

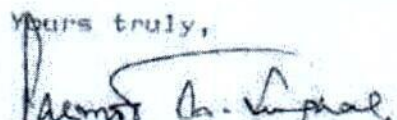
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1078 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodeskingshal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.....

Dated.....

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 1/8th SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16) 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

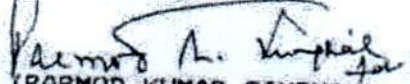
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1079 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodeskinghal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.....

Dated.....

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 100/1102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16) 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND SARG S/O SHRI
HAR NARAIN.

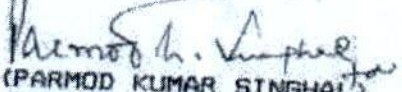
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1080 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodeskingshal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.

Dated.

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 167/1102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16) 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

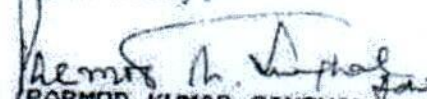
A/C: M/S. SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me
with regard to the above property held as Collateral
Security with you, the records of the Sub-Registrar-
VI-B Alipur, Delhi from 2011 till date vide Receipt
No.1081 dated 28.03.2012 was got scrutinized with
particular reference to the above property and nothing
incriminating was found from the scrutiny conducted
from the available record in the said office. The
property continues to be un-encumbered during this
period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-3338/1980 Advocate
e-mail: parmodksinghal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.

Dated

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 100/1102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16), 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

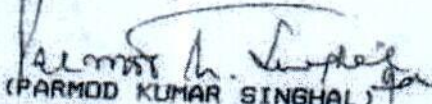
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1082 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-3338/1980 Advocate
e-mail: parmodksinghal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.....

Dated.....

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 100/1102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16), 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR SHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

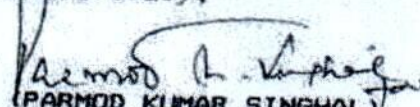
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1083 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

SINGHAL & ASSOCIATES

Advocates & Solicitors
DELHI HIGH COURT

Parmod Kumar Singhal

En.No.: D-333B/1980 Advocate
e-mail: parmodksinghal@gmail.com
Mob.: 9810778007

Rahul Singhal

B.COM, LL.B., PGDIPR, PGDLPO
En.No.: D-4596/2010 Advocate
e-mail: rahul.singhal7@gmail.com
Mob.: 9899386610

Office : Chamber No. 30, Eastern Wing, Tis Hazari Courts, Delhi-110054. Phone No. Off.: 011-23933644 Mob.: 9810778007
Resl. : Chandra Priya Apartment, Flat No. 119, Pocket A-3, Sector-8, Rohini, Delhi-110085. Ph. 011-27946063, 47016879

Ref. No.

Dated.

TO

28th March, 2012

THE ASSISTANT GENERAL MANAGER,
STATE BANK OF MYSORE,
NAYA BAZAR BRANCH,
DELHI.

SUB: NIL ENCUMBRANCE CERTIFICATE WITH REGARD TO
AGRICULTURAL LAND i.e. 100/1102 SHARE OF
AGRICULTURAL LAND MEASURING 55 BIGHAS 2
BISWAS BEARING MUSTATIL NO.9 KILLA NO.3/2(0-
11), 4(4-16), 5/1(3-5), MUSTATIL NO.60 KILLA
NO.14(4-16) 15(4-16), 16(4-16), 17(4-16),
24(4-16), 25(4-16), MUSTATIL NO.61 KILLA
NO.10 (3-6), 11(4-16), 20(4-16), 21(4-16),
SITUATED IN VILLAGE LAMPUR, NEAR GHEWRA,
DELHI OWNED BY SHRI PREM CHAND GARG S/O SHRI
HAR NARAIN.

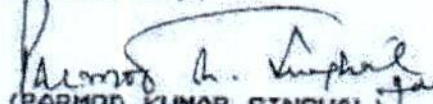
A/C: M/S.SHRI LAL MAHAL LTD.

Dear Sir,

As desired by you search has been carried out by me with regard to the above property held as Collateral Security with you, the records of the Sub-Registrar-VI-B Alipur, Delhi from 2011 till date vide Receipt No.1084 dated 28.03.2012 was got scrutinized with particular reference to the above property and nothing incriminating was found from the scrutiny conducted from the available record in the said office. The property continues to be un-encumbered during this period.

Thanking you,

Yours truly,


(PARMOD KUMAR SINGHAL)
ADVOCATE.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.110 to 115.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.110 to 115.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6384 in additional book no.I, Vol.No.862 on pages 110 to 115 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

₹. 1,00,000/- (₹. One Lakh only).

AJAY SHANKER
ADVOCATE
ENL.NO-D/234-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. **However property is already mortgaged with S.B.M. Naya Bazar, Delhi.**

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE. WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL.NO-D/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

AJAY SHANKER
ADVOCATE
ENL. NO. 1231-D/2000


21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6384 in additional book no.I, Vol.No.862 on pages 110 to 115 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
ENL.NO. 231-D/2000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Munni Lal (HUF) through its Karta Sh. Munni Lal S/o Sh. Nathu Mal R/o 158, main Bazar Narela, Delhi , registered as document no.6384, in book no. I, Vol. No.862, on pages no.110 to 115 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 8 Bighas 7 Biswas i.e. 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o ----- , do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra. Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6384, dated 2.11.1999 / 8.11.1999 in additional book no.1, Volume no.862, on pages no.110 to 115. and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
 - 2 That the property mentioned above is in the physical possession of the deponent.
 - 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
 - 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
 - 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
-

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

①
64
R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg /O Sh. Harnarain, in respect of Agricultural Land measuring 7 Bighas and 1 Biswa, i.e. 11/1102 share of agricultural land measuring 55 Bighas and 2 Biswas bearing must. no.9, silla no- 3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6379, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volumen no.862, on pages no.77 to 81.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

AJAY SHANKER
ADVOCATE
ENL.NO. D/231-D/2000

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

M/s Shivnath Rai Harnarain (India) Ltd., 8-A, Bhagwan Dass Nagar, New Delhi.

NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Hariarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi.

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 7 Bighas and 1 Biswa, i.e. 141/1102 share of agricultural land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/13-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lamur, Near Ghewra, Delhi.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi, vide Reg.No. 6379 in additional book no.I, Vol.No.862 on pages 77 to 81 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF, APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

AJAY SHANKER
ADVOCATE
ENL.NO-D/2000

1,25,000/- (Rs. One Lakh Twenty five thousand only).

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.


11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?


AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

N.A.

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.

Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.

AJAY SHANKER
ADVOCATE
ENL. NO. 1081-D/2000

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6379 in additional book no.I, Vol.No.862 on pages 77 to 81 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.

AJAY SHANKER
ADVOCATE
ENCL. NO. D/2000

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com


Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Smt. Murti Devi wife of Sh. Muni Lal Gupta R/o 148, Kapil Vihar, Pitampura, Delhi, registered as document no.6379, in book no. I, Vol. No.862, on pages no.77 to 81 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 7 Bighas and 1 Biswa, i.e. 141/1102 share of agricultural land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi by virtue of Sale Deed Reg. No, 6379 dated 2.11.1999/ 8.11.1999 in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.


AJAY SHANKER
Advocate
ENL.NO-D/231-D/2000

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o -----, do hereby
swear on oath as under:-

1. That the deponent is the owner of the Agricultural Land measuring 7 Bighas and 1 Biswa, i.e. 141/1102 share of agricultural land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi by virtue of Sale Deed Reg. No. 6379 dated 2.11.1999/ 8.11.1999 and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
2. That the property mentioned above is in the physical possession of the deponent.
3. That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
4. That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
5. That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
6. That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.

7. That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
8. That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
9. That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
10. That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 - 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6383, dated 2.11.1999 / 8.11.1999 in additional book no.1, Volume no.862, on pages no.104 to 109.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

M/s Shivnath Rai Hamarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Hamarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6383, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.104 to 109.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6383 in additional book no.I, Vol.No.862 on pages 104 to 109 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Hamarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

1,00,000/- (Rs. One Lakh only)

ADVOCATE
ENL.NE.D/31-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE. WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL.NO-D/11-01/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

It is an Agricultural land, but land has not been permitted to be converted.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.


Yes. Verified from the index register and receipt enclosed.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes, Owner has marketable title on the property and in possession of the property.

20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes, owner can create mortgage by depositing all title deeds.


AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000*

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6383 in additional book no.I, Vol.No.862 on pages 104 to 109 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
ENR NO-D/231-D/2000

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Munni Lal (HUF) through its Karta Sh. Munni Lal S/o Sh. Nathu Mal R/o 158, main Bazar Narela, Delhi, registered as document no.6383, in book no. I, Vol. No.862, on pages no.104 to 109 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 5 Bighas i.e. 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6383, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.104 to 109, in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.


AJAY SHANKER
ADVOCATE
ENL.N/D/231-D/2000

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____, do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6383, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.104 to 109. and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
 - 2 That the property mentioned above is in the physical possession of the deponent.
 - 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
 - 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
 - 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
-

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ___ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 04.02.2015

PAN : BBBPS8277A

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar,

Delhi-6

MEMO OF BILL

Please find herewith memo of bill towards the Legal opinion in respect of Agricultral property measuring 6 Bighas out of khasra no.6/9 (1-04) & 6/10 (4-16) situated at Village Ghevra, Delhi registered at Sub-Registrar-II, Delhi, regd. on 11-08-1997 vide document no.6435, in additional book no.I, Volume no.8851, on pages no.72-77.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sh. Lal Mahal India Ltd.

Professional fee in respect of Legal opening

₹. 2,500/-

Towards expenses

₹ 2,000/-

Total

₹ 4,500/-

(Rupees Four thousand Five hundred only)


AJAY SHANKER
ENL...

Ajay Shanker

(Advocate)

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 11.02.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Smt. Anita Garg wife of Sh. Prem Garg, in respect of Land measuring 6 Bighas out of Khasra no. 6/9 (1-04) & 6/10 (4-16) situated at Village Ghevra, Delhi registered at Sub-Registrar-II, Janakpuri, New Delhi, regd. on 11-08-1997 vide document no.6435, in additional book no.I, Volume no.8851, on pages no.72-77.

A/c M/s Shivrath Rai Harnarain (India) Ltd.

SH. LAL MAHAL INDIA LTD.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

M/s SH. LAL MAHAL (India) Ltd., 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Smt. Anita Garg W/o Sh. Prem Garg R/o- 8-A, Bhagwan Dass Nagar, New Delhi.

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

AJAY SHANKER
ADVOCATE
ENL. NO. D/231-D/2000

Agricultural Land measuring 6 Bighas out of Khasra No.6/9 (1-04) & 6/10 (4-16) situated at Village Ghevra, Delhi registered at Sub-Registrar-II, New Delhi, regd. on 11-08-1997 vide document no.6435, in additional book no.I, Volume no.8851, on pages no.72-77.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

1. Original Sale Deed dated 11-08-1997, same is registered with Sub-Registrar- II, Janakpuri, New Delhi, vide Reg.No. 6435 in additional book no.I, Vol.No.8851 on pages 72 to 77 on 11-08-1997.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF, APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.

That the said property was acquired by Smt. Anita Garg W/o Sh. Prem Garg by virtue of a Sale Deed as mentioned above.

a) DATE OF EXECUTION OF SALE DEED :

11-08-1997.

b) CONSIDERATION FOR SALE.

3,80,000/- (Rs. Three Lakh Eighty Thousand only).

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 11-08-1997.

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However the property in question is already mortgaged with SBM, Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

N.A.



10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

N.A.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE.

a) WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

No.

b) WHETHER THE BUILDING HAS BEEN ASSESSED?

No.

14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.

Mortgaged Land is an Agricultural land and han not been permitted to be converted by the competent Authority.

15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.

Yes.

16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.

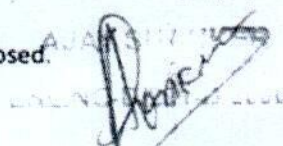
N.A.

17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.

Yes. Documents are mortgaged with the Bank.

18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB-REGISTRAR'S OFFICE.

Yes. Verified and receipt enclosed.

A handwritten signature in dark ink is written over a rectangular stamp. The stamp contains some text, including what appears to be a date '20/01/2018' and some other illegible text.

19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.

Yes. Owner has marketable title on the property. (SARFAESI Act 2002 is not enforceable.)

20. WHETHER THE OWNER/OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.

Yes.

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 11-08-1997, same is registered with Sub-Registrar-II, Janakpuri, New Delhi, vide Reg.No. 6435 in additional book no.I, Vol.No.8851 on pages 72 to 77 on 11-08-1997.
2. Copy of khotoni issued by the land revenue department.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

Note: SARFAESI Act 2002 is not enforceable.

For chain of the property please see Annexure A.


AJAY SHANKER
ADVOCATE
ENCL NO D/2000

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 11.02.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Sh. Parmanand, S/o Sh. Tek Chand, R/o Village & Post Office Kanjhawala, Delhi registered as document no.6435, in book no. I, Vol. No.8851, on pages no.72 to 77 with Sub Registrar-II, Janakpuri, New Delhi, Reg.on 11.08.1997 whereby Agricultural Land measuring 6 Bighas out of Khasra No. 6/9 (1-04) & 6/10 (4-16) situated in the revenue estate of Village Ghevra, Delhi in favour of Smt. Anita Garg W/o Sh. Prem Garg, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Smt. Anita Garg W/o Sh. Prem Garg is a lawful owner of the property in question and she can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____, do hereby swear on oath
as under:-

- 1 That the deponent is the owner of the Agricultural land property Agricultural Land measuring 6 Bighas out of khasra no.6/9 (1-04) & 6/10 (4-16) situated at Village Ghevra, Delhi registered at Sub-Registrar-II, New Delhi, regd. on 11-08-1997 vide document no.6435, in additional book no.1, Volume no.8851, on pages no.72-77 by virtue of Sale Deed dated 11-08-1997 and offered as security against the loan account of M/s Shivrath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.
- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.

- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT

(8)

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor

Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

Sub.: Legal opinion in respect of property belonging to Sh. Prem Chand Garg S/O Sh. Harnarain, Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, kila no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6386, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.122 to 127.

A/c M/s Shivnath Rai Harnarain (India) Ltd.

Sir,

This is with reference to your request for legal opinion about the said property. I have carefully examined and perused the documents submitted to me and carried out the necessary inspection at the office of concerned Sub-Registrar, Delhi, I hereby submit my opinion as under:

1. NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

M/s Shivnath Rai Harnarain (India) Ltd. , 8-A, Bhagwan Dass Nagar, New Delhi.

2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.

Sh. Prem Chand Garg S/o Sh. Harnarain R/O- 8-A, Bhagwan Dass Nagar, New Delhi..

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY.

Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6386, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.122 to 127.

4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF THE PROPERTY / PROPERTIES OFFERED AS SECURITY (FURNISH THE LIST OF DOCUMENTS).

Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar- VI A, New Delhi , vide Reg.No. 6386 in additional book no.I, Vol.No.862 on pages 122 to 127 on 2-11-99/8-11-99.

5. THE NATURE OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND IF , APPLICANT HAS ACQUIRED THE PROPERTY BY SALE.


That the said property was acquired by Sh. Prem Chand Garg S/o Sh. Harnarain by virtue of a Sale Deed as mentioned above.

DATE OF EXECUTION OF SALE DEED :

02.11.99/08.11.99

CONSIDERATION FOR SALE.

₹. 1,00,000/- (₹. One Lakh only).


AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000

6. STATE THE SOURCE OF TITLE (BY WAY OF SALE, GIFT, EXCHANGE, WILL AND PARTITION ETC.).

Sale Deed dated 02.11.99/08.11.99

7. WHETHER THERE ARE ENCUMBERENCES IN RESPECT OF THE PROPERTY OFFERED AS SECURITY.

No registered encumbrances in respect of the property have come to the notice after the inspection of the records of the Sub-Registrar, Delhi. However property is already mortgaged with S.B.M. Naya Bazar, Delhi.

8. IF THE PROPERTY HAS BEEN ENCUMBERED, STATE THE NATURE OF THE ENCUMBERANCE.

N.A.

9. WAS THERE ANY SUBSISTING CHARGE ON THE PROPERTY / PROPERTIES OFFERED AS SECURITY ? IF YES, STATE WHETHER THE CHARGE HAS BEEN DISCHARGED (FURNISH DETAILS OF DOCUMENTS).

Yes, there is a subsisting charge of State Bank of Mysore. Charge has not been discharged.

10. WHETHER THERE ARE ANY LOCAL LAWS, WHICH MAY AFFECT TITLE TO THE PROPERTY AND STEPS, IF ANY TO BE COMPLY WITH SUCH LAWS.

No.

11. WHETHER THE KHATA IN RESPECT OF THE PROPERTY STANDS IN THE NAME OF THE OWNERS.

N.A.

12. WHETHER THE OWNER HAVE PAID UP TO DATE TAX IN RESPECT OF THE PROPERTY / PROPERTIES.

Property Tax receipt required to be verified by the bank.

13. IF THE BUILDING HAS BEEN PUT ON THE SITE, STATE WHETHER THE PLAN HAS BEEN DULY SANCTIONED?

N.A.

AJAY SHANKER
ADVOCATE
ENL. NO. 221-D/2000

WHETHER THE BUILDING HAS BEEN ASSESSED?

Yes.

- 14. IF ANY AGRICULTURAL LAND, WHETHER THE LAND HAS BEEN PERMITTED TO BE CONVERTED BY COMPETENT AUTHORITY AND WHETHER THE LAY OUT PLAN IS APPROVED BY THE LOCAL AUTHORITIES.**

It is an Agricultural land, but land has not been permitted to be converted.

- 15. WHETHER ALL THE DOCUMENTS WERE IN A LANGUAGE KNOWN AND UNDERSTAND BY THE ADVOCATE.**

Yes.

- 16. IF NOT, WHETHER THE OFFICIAL TRANSLATION OF ANY DOCUMENTS WAS INSISTED AND PARTICULARS OF SUCH DOCUMENTS.**

N.A.

- 17. WHETHER THE ADVOCATE PERUSED ORIGINAL DOCUMENTS OF TITLE.**

Yes. Original documents are already mortgaged with SBM, Naya Bazar.

- 18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUB- REGISTRAR'S OFFICE.**

Yes. Verified from the index register and receipt enclosed.

- 19. WHETHER THE OWNER/OWNERS HAVE MARKETABLE TITLE ON THE PROPERTY/ PROPERTIES AND WHETHER THEY ARE IN POSSESSION OF THE PROPERTY/ PROPERTIES.**

Yes, Owner has marketable title on the property and in possession of the property.

- 20. WHETHER THE OWNER / OWNERS CAN CREATE A MORTGAGE BY DEPOSIT OF ALL THE TITLE DEEDS REFERED TO ABOVE IN FAVOUR OF THE BANK.**

Yes, owner can create mortgage by depositing all title deeds.

AJAY KUMAR
ADVOCATE
FNL NO. 01/231-D/2000

21. DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE MORTGAGOR.

1. Original Sale Deed dated 2-11-99/8-11-99, same is registered with Sub-Registrar-VI, Pitampura, New Delhi, vide Reg.No. 6386 in additional book no.I, Vol.No.862 on pages 122 to 127 on 2-11-99/8-11-99.
2. Khasara Girdavari of the land.
3. Affidavit as format annexed.

INSTRUCTION TO BANK

The bank shall must verify the possession of the said property, the current value & status of the said property.

For chain of the property please see Annexure A.

AJAY SHANKER
ADVOCATE
ENREGISTRATION DI/2000
AJAY SHANKER

ADVOCATE

Enclosed: Receipt of Sub-Registrar Office.

AJAY SHANKER

Advocate

Enrol.No. D/ 231-D/2000

R-63/1, Ground Floor
Model Town-III, Delhi-09

Ph.011-27210067

Mob. 9891713763, 9717966615

E-mail: ajayshanker.adv@gmail.com

Date : 22.01.2015

ANNEXURE

(Chain of Title)

That the Sale Deed executed by Murti Devi W/o Sh. Munni Lal Gupta R/o 148, Kapil Vihar, Pitampura Delhi, registered as document no.6386, in book no. I, Vol. No.862, on pages no.122 to 127 with Sub Registrar- VI, Delhi on 02.11.99/08.11.99 whereby Agricultural Land measuring 8 Bighas 7 Biswas i.e. 167/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, kila no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, in favour of Sh. Prem Chand Garg S/o Sh. Harnarain, R/o 8-A, Bhagwan Dass Nagar, New Delhi.

Thus chain of the property is complete and Sh. Prem Chand Garg s/o Sh. Harnarain is a lawful owner of the property in question and he can mortgage the property by depositing the documents as mentioned above.

AJAY SHANKER
ADVOCATE
ENL.NO-D/231-D/2000
Ajay Shanker

Format of Affidavit (to be taken from the Borrower/ Mortgagor on Non-Judicial Stamp Paper of Rs.10/- duly attested by the Notary)

AFFIDAVIT OF BORROWERS REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Latest
Photograph of
the Owners of
the property

AFFIDAVIT

I, ----- S/o Sh. ----- R/o -----, do hereby
swear on oath as under:-

- 1 That the deponent is the owner of the Agricultural Land measuring 5 Bighas 100/1102 share of Agricultural Land measuring 55 Bighas and 2 Biswas bearing must. no.9, killa no-3/2(0-11), 4(4-16), 5/1(3-5), Must. no-60, kila no-14(4-16), 15(4-16), 16(4-16), 17(4-16), 24(4-16), 25(4-16), Must. No.61, Killa no.10(3-6), 11(4-16), 20(4-16) and 21(4-16) situated at Village Lampur, Near Ghewra, Delhi registered at Sub-Registrar-VI A, Delhi, vide Regd. no.6386, dated 2.11.1999 / 8.11.1999 in additional book no.I, Volume no.862, on pages no.122 to 127 and offered as security against the loan account of M/s Shivnath Rai Harnarain (India) Ltd.
- 2 That the property mentioned above is in the physical possession of the deponent.
- 3 That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 4 That no award, suit or appeal is pending before any Arbitrator or court, tribunal in respect of the aforesaid property/or and is not under any attachment or revenue recovery.
- 5 That there are no dues or overdue against the deponent of co-operative Societies, Municipal Board/ Tax Authorities or any Bank or of any other agency.

- 6 That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and or not it comes under any present ceiling laws.
- 7 That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 8 That deponent have paid all the municipal taxes and dues and lease amount to competent authority and property is being used as permitted by the competent authority i.e. agricultural.
- 9 That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10 That deponent undertake not to create any third party interest, sale, charge or lien shall take place w.r.t. the aforesaid property till the clearance of loan and without the prior written consent of the bank.

DEPONENT

VERIFICATION:-

Verified at Delhi on this ____ day of _____ 2015 that contents of para 1 – 10 of my above affidavit are true and correct to best of my knowledge and nothing material has been concealed there from.

DEPONENT
