•	File No.	RKA/DNCR/_16.1.2.96.
Date o	f Receiving	



396

CASE COLLECTION FORMAT
(GENERAL SURVEY FORM)
(Version 4.2) | Date of implementation: 9.02.2011 | Date of Revision: 04.01.2018

	Items	Assig	ned To	Assigned to Date	To be completed by date	Submitted On date	HOD Engg. Signature
	File Received By	1		NA	NA		NA
	Survey	Rijle	u.		2119118	2419118	
	Preparation	Creur 26th	ar 7+18			J. Salastia	
	File Returned to Engg. unprepar to reason		Market s clearly d clearly t taken,	survey for ratione,   Measiaken,   Sel  Owner/ own	es is not prope urement is not p fie/ Owner or	erly done,  I laroperly done,  owner represerve signature no	t properly filled, □ Identification is not □ Photographs not entative photo not ot taken, □ Google
	In case File is re by the preparer Engg. comment Signature	- HOD		to Surveyor. F			or preparation with missing information
			□ Major		survey. Survey	has to be don	ne again.
Т	Drangal or Def	Na		GENERAL	DETAILS		
	Proposal or Ref.  Type of Service	NO.	- DVa	Inatian Dance	t,   Estimate,	7 Other CE Co	artificatos
	Type of Service  Type of customer		□ Ba		D PSU	□ NBFC	
	Type of customer				☐ Private client	The second secon	☐ Corporate
	Bank/ FI/ Organiz Name & Address		THE RESERVE TO SHARE THE PARTY OF THE PARTY	1 570	the second secon		
+	Case Allotment C	Officer/		Name	Conta	ct Number	Email Id
	Fees paying party	y Details	Sei	nil Do	size,		1337
1	Case Type			Case for Fres	sh Account	☐ Case for	exiting account/ custome
1	Fees Details		Amo	unt of Fees	Advance Am	ount if any	Payment will be paid
						V 1	☐ Bank ☐ Custon
				CASED	ETAILS		
T	Type of Property		100	mul	The state of the s	-	lu
						April 2 ati Carry 57 Eurs 3,00,	law 7,50,000/_ 050/- 15,54,10,000}

· 2.	Owner/ Applicant Details	Name	Contact Number	Email Id
3.	Account Name	Shreited maked		
4.	TIVIS	Streetal mahal	)	and the property of
4.	Property Address	Snog 210 4098 wo	rd No III Naya	Bossar New Pelh
5.	Who will coordinate on site for the site survey	Name Name		Contact Number
6.	Preferred time of survey	Pasesh. Sinsh	Time	
7.	Documents Received (Any	1. Ownership Document		17-15-15-15-15-15-15-15-15-15-15-15-15-15-
	one ownership document and approved site plan/ map is must)	Relinquishment Deed,  Allotment Letter, P  Any Cizra Map, A  Any Other document:  No documents provide	☐ Transfer Deed,  lossession Letter, ☐ Agr  Approved Map, ☐ Site P ☐ TIR Report, ☐ Old-Va	☐ Conveyance Deed reement to Sell lan
8.	Special Instructions if any:	4. No documents provide	u. L	
	Customer Signature:	ny individual or organization by	arry means megitimately.	1
09;	7 37 pws. 4098	LA PERBUS SMUS TRANS	n- 	M099
	E		AND STREET OF THE STREET	
	faul	2 60'		

# **IMPORTANT INSTRUCTIONS**

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.	IS PURPOSE OF THE ASSIGNMENT UNDERSTOOD CLEARLY	
2.	IS WORK ORDER/ EMAIL/ CESA FORM FORMALITY COMPLETED	
3.	FOR PRIVATE CASE OR FOR FRESH CASE 50% ADVANCE IS RECEIVED	0
4.	IS DOCUMENT CHECKLIST PROVIDED TO THE CUSTOMER	П

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

\*FILE PREPARER TO START PREPARING THE FILES ONLY AFTER ENSURING THE STATUS OF ALL THE ABOVE POINTS IS COMPLETED. FOR ANY EXCEPTION PLEASE BRING IT INTO NOTICE OF SENIOR GENERAL MANAGER (OPERATIONS), OTHERWISE PENAL ACTION WILL BE TAKEN AGAINST THE FILE PREPARER.

GENERAL SURVEY FORM
(FOR PROPERTIES OTHER THAN FLATS)
(Version 4.2) | Date of implementation: 9.02.2011 | Date of Revision: 04.01.2018

File No. RKA/DNCR//	Date:	21	romo	Time:	
(2) 10 10 10 10 10 10 10 10 10 10 10 10 10				7.1110.	Advantage of the Autor

1.	Name of the Surveyor	GENERAL DETAILS	THE PROPERTY OF THE PROPERTY O						
2.	Property shown by	Fy lun							
-	Property shown by	☐ Owner, ☐ Representative, ☐ No one was available, ☐ Property is							
		locked, survey could not be done fr	om inside						
			Name Contact No.						
3.	Cuprov Tupo	tagest Single							
J.	Survey Type	☐ Full survey (inside-out with mean	surements & photographs)						
		Half Survey (Measurements from	n outside & photographs)						
-		☐ Only photographs taken (No me	asurements)						
4.	Reason for Half survey or only	☐ Property was locked, ☐ Poss	essee didn't allow to inspect the						
	photographs taken	property,  NPA property so could	n't be surveyed completely						
5.	How Property is Identified	☐ From schedule of the propertie	s mentioned in the deed,  From						
		name plate displayed on the pro-	perty.   Identified by the owner/						
		owner representative,   Enqu	pired from parthy people						
		Identification of the property could	not be done \( \sigma\) Supress was not						
		done	not be done, \( \sigma\) Survey was not						
6.	Type of Property		Residential House C Law Bio-						
		☐ Flat in Multistoried Apartment, ☐ Residential House, ☐ Low Rise Apartment, ☐ Residential Builder Floor, ☐ Commercial Land &							
		Building Commercial Office	Commercial Chan						
		Building,  Commercial Office, Commercial Shop, Commercial							
		Floor, ☐ Shopping Mall, ☐ Hotel, ☐ Industrial, ☐ Institutional, ☐ School Building, ☐ Vacant Residential Plot, ☐ Vacant Industrial Plot,							
		☐ Agricultural Land	tial Plot, U Vacant Industrial Plot,						
7.	Property Measurement								
8.	Reason for no measurement	☐ Self-measured, ☐ Sample meas	urement only,   No measurement						
٠.	reason for no measurement	☐ It's a flat in multi storey building s	o measurement not required						
		☐ Property was locked, ☐ Owner/	possessee didn't allow it, PA						
		property so didn't enter the pro	perty,   Very Large Property,						
		practically not possible to measur	e the entire area  Any other						
		Reason:							
9.	Purpose of Valuation								
0.	ruipose oi valuation	☐ Value assessment of the asset fo	r creating collateral mortgage						
		☐ Periodic Re-Valuation for Bank, ☐ Distress sale for NPA A/c.,							
		☐ For DRT Recovery purpose, ☐ C	apital Gains Wealth Tax purpose						
10	T	☐ Partition purpose, ☐ General Value	ue Assessment						
10.	Type of Loan	☐ Housing Loan, ☐ Housing Take C	over Loan,   Home Improvement						
		Loan,   Loan against Property,   (	Construction Loan,   Educational						
		Loan, ☐ Car Loan, ☐ Project Loa	n,   Term Loan,   CC Limit						
		enhancement,   Cash Credit Limit, I	☐ Industrial Loan, ☐ NA						
11.	Loan Amount								

1.3	Legal Owner Name/s	OWNE	RSHIP	DETAILS			
2.	g c initial ritalitors	Lu inci			in.		
1000	Property Purchaser Name					THE LOW MAN	NI RISSON A
3.	Property Address under Valuation	SHOPA	10 40	9.8 War	rd x,	10 II Nay	19 Bersey
4.	Present Residence Address of the Owner/ Purchaser	of		G		- Radingsii	
5.	Property constitution	□ Free H	lold, 🗆 L	ease Hold			
	T	LOCA	TION DI	ETAILS			
1.	Adjoining Properties	Eas		West		North	South
	(Match it with papers with the hell of compass or Sun direction and also confirm it with nearby people	Fee	uf	ofh.		HOD 4099	SHOPXIO
2.	Property Facing	North-Eas	t Facing,	North Faci	ing, 🗆 V	Vest Facing, □	South Facing, [
3.	Landmark	North-Wes	77.0				
	Ward Name/ No.	Near	-	mith	aj	Pull	
	Zone Name	4 100 -10					
				News.			CATE OF BUILDING
	Main Road Name & Width		me		Width	-	from property
	Approach Road Name & Width	Mayal	sazev	Y ] 6	,0.	ante	u
	Location consideration of the Society	developing	area, 🗆	Highly po	sh locali	ty,   Very Goo	Area, □ Within  od, □ Good, □  rd, □ Average,
I	Location of the Flat		cing, 🗆 F	Pool Facing	g, $\square$ Ro	ad Facing,   E	Intrance North-
		East Facing	, 🗆 Sunli	ght facing			
	Characteristics of the Locality		eveloped,	☐ Urban	develop	oing, □ Semi U	rban, □ Rural,
	Category of Society/ Locality		i, 🗆 Nor			Group Housing	g, 🗆 EWS, 🗆
L	Itilities/ Facilities in the locality	☐ Lifts, ☐	Garden,	☐ Lands	caping,	☐ Swimming I	Pool, ☐ Gym,
		Backup					100% Power
	roximity to civic amenities	Dackup	Hospital	Market	Metro		
P	roximity to civic amenities  ny new development in	Dackup			1		

15.	□ Nagar Panchayat, □ Gram Panchayat, □ Nagar						
		Palika Parishad, ☐ Are	a not within any munic	cipal limits			
16.	Jurisdiction Development	□ DĐA, □ GDA, □	NOIDA, GNIDA,	□ YEIDA, □ HUDA, □			
	Authority Name	KMDA, □ MDDA, □ Ar					
17.	Municipal Compand - N	☐ Area not within any o					
17.	Municipal Corporation Name	□ NDMC, □ SDMC, □	EDMC, ☐ Ghaziaba	ad Municipal Corporation,			
		☐ Gurgaon Municip	al Corporation,	Faridabad Municipal			
		Corporation, ☐ Kolkata	Municipal Corporation	n,   Dehradun Municipal			
		The second secon		pal limits,  Any other			
100	The second secon			pai iiiilis, 🗆 Any other			
		Municipal Corporation/	viunicipality:	E-0.25 A-25 (1)			
		PHYSICAL DETAIL	LS				
1.	Land Area	As per Title deed	As per Map	As per site survey			
		241 mod.					
2.	Any conversion to the land use						
3.	Land Type	□ Solid □ Books □	March Land D.D.				
		☐ Solid, ☐ Rocky, ☐ Marsh Land, ☐ Reclaimed Land, ☐ Water logged, ☐ Land locked					
4.	Shape of the Land	☐ Square, ☐ Rectangular, ☐ Trapezium, ☐ Triangular, ☐ Trapezoid,					
-		☐ Irregular, ☐ NA					
5. 6.	Level of Land Frontage to depth ratio	☐ On_read level, ☐ Belo	ow road level,  Abov	re road level,  NA			
7.	Are Boundaries matched	☐ Normal frontage, ☐ L	ess frontage,  Large	e frontage,  NA			
	The second secon	boundaries,  Boundari	o relevant papers	available to match the			
8.	Is Independent access						
	available to the property	☐ Clear independent access is available, ☐ Access available in sharing of other adjoining property, ☐ No clear access is available,					
	The second second second	☐ Access is closed due	to dispute	our docess is available,			
9.	Is property clearly demarcated with permanent boundaries?	☐ Xes, ☐ No, ☐ Only w	No. of the contract of the con	aries			
10.	Is the property merged or						
	colluded with any other property			Approximate the second			
11.	Property possessed by at the	☐ Owner, ☐ Vacant, ☐	Lessee,  Under C	onstruction,   Couldn't			
	time of survey	be Surveyed,   Prope		Bank sealed,  Court			
12.	Comment of the commen	sealed					
12.	Current activity carried out in the property			purpose,   Godown,			
	are property	☐ Office, ☐ Industrial, ☐	Vacant, ☐ Locked, [	☐ Any other use:			
	BUILDING	G/ CONSTRUCTION/ UT	LITY DETAIL C				
1.	Construction Status	☐ Built-up property in use		on \( \text{No construction} \)			
2.	Covered Built-up Area	☐ Cevered Area, ☐ Floo					
		As per Title deed	As per Map	As per site survey			
	(Tick one on the basis of which valuation is to be calculated)			- Prono surrey			
3.	Total Number of Floors in the	9+m+F+5++					

4.		
	situated	
5.	Type of Unit/ Number of Rooms/ Cabins/ Cubicles	
6.	Building Type	☐ RCC Framed Structure, ☐ Load bearing Pillar Beam column,
		☐ Ordinary brick wall structure, ☐ Iron trusses & Pillars, ☐ Scrap
		abandoned structure
7.	Roof	a. Make: ☐ RBC, ☐ RCC, ☐ GI Shed, ☐ Tin Shed, ☐ Stone Patla
		b. Height:
		c. Finish: ☐ Simple plaster, ☐ POP Punning, ☐ POP False Ceiling,
1	Care property and the second	☐ Coved roof, ☐ No plaster
8.	Flooring	☐ Vitrified titles, ☐ Ceramic Tiles, ☐ Simple marble, ☐ Marble chips
	Appeal and to be suited to a	☐ Mosaic, ☐ Granite, ☐ Italian Marble, ☐ Kota stone, ☐ Wooden
PIE		☐ PCC, ☐ Imported Marble, ☐ Pavers, ☐ Chequered Tiles, ☐ Brick
9.	Appearance/ Condition of the	Tiles, ☐ No Flooring, ☐ Under construction, ☐ Any other type:
0.	Building	Internal - ☐ Excellent, ☐ Very Good, ☐ Good, ☐ Ordinary,
		☐ Average, ☐ Poor ☐ Under construction, ☐ No Survey
		External -   Excellent,   Very Good,   Good,   Ordinary,
10.	Maintenance of the Building	☐ Average, ☐ Poor ☐ Under construction
11.		☐ Very Good, ☐ Average, ☐ Poor, ☐ Under construction
	menor decoration	☐ Excellent, ☐ Very Good, ☐ Good, ☐ Simple, ☐ Ordinary,
12.	Interior Finishing	☐ Average, ☐ Below average, ☐ Under construction, ☐ No Survey
		☐ Simple plastered walls, ☐ Brick walls without plaster, ☐ Designer textured walls, ☐ POP punning, ☐ Coved roof, ☐ Under construction,
		□ No Survey
13.	Exterior Finishing	☐ Simple plastered walls, ☐ Brick walls without plaster,
		☐ Architecturally designed or elevated, ☐ Brick tile Cladding,
		□ Structural glazing, □ Aluminum composite panel cladding, □ Glass
14.	Kitchen	façade, ☐ Domb, ☐ Porch, ☐ Under construction
14.	Kitchen	☐ Simple with no cupboard, ☐ Ordinary with cupboard, ☐ Normal
		Modular with chimney, ☐ High end Modular with chimney, ☐ Under
15.	Class of Electrical fittings	construction, □ No Survey
	The state of Electrical mangs	□ External, □ Internal
		<ul> <li>□ Ordinary fixtures &amp; fittings,</li> <li>□ Fancy lights,</li> <li>□ Chandeliers,</li> <li>□ Concealed lightning,</li> <li>□ Under construction,</li> <li>□ No Survey</li> </ul>
16.	Class of Sanitary/ Plumbing &	□ External, □ Internal
	water supply fittings	☐ Excellent, ☐ Very Good, ☐ Good, ☐ Simple, ☐ Average, ☐ Below
		average, □ Under construction, □ No Survey
17.	Water arrangements	☐ Jet pump, ☐ Submersible, ☐ dal board supply
18.	Fixed Wooden Work	☐ Excellent, ☐ Very Good, ☐ Good, ☐ Simple, ☐ Ordinary
		☐ Average, ☐ Below Average, ☐ No wooden work, ☐ No survey
19.	Age of Building/ Recent	
00	Improvements done	40 yeald
20.	Maintenance of the Building	☐ Very Good, ☐ Average, ☐ Poor
21.	Any defects in the building	☐ Maintenance issues, ☐ Finishing issues, ☐ Seepage issues, ☐
		Water supply issues, ☐ Electricity issues, ☐ Structural issues. ☐
00		Visible cracks in the building
22.	Any violation done in the	☐ Construction done without Map, ☐ Construction not as per
	property	approved Map,   Extra covered without sanctioned Map,   Joined
		adjacent property,   Encroached adjacent area illegally

23.	Boundary Wall (Only for	☐ Yes, ☐ No, ☐ Common boundary wall of a complex						
	individual property)	Running Mtr.	Height	Width Finish				
24.	Lift/ elevators	D Bossonger/ D Com			Fact things			
- "	Lite diovators	☐ Passenger/ ☐ Com Make:	mercial	Capacity:				
25.	Power backup	☐ Inverter, ☐ DG Set						
		Make:	. 1 4 ts 1	Capacity:				
26.	Garden/ Landscaping	☐ Yes, ☐ No, ☐ Bear	utiful.   Ordi	Inary				
27.	Parking facilities	☐ Available within the	The second secon	☐ On Ground, ☐ In Basement☐ On stilt				
	and the same Con-	☐ Not available property	within the	☐ On road, ☐ problem	Acute parking			
28.	Special Comments if any	s a some Steep to the source		1.5.55.5				

15 GAF.SAT E man Ruer

# 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.	the Market for such proper	10.0	☐ Very Good, □	☐ Good, ☐ Average, ☐ Low
2.	At what True rate Owner		Year of purchase	9
	bought this Property		Purchase Price	
3.	Minimum Rate in the localit	y	A 12-15-16-16	
4.	Maximum Rate in the locali	y	<u> </u>	
5.	Local Information gathered	during	Site survey (Min	imum 2 enquiries are must):
	1. Name:	1		
	Contact No.	5/0	16. 18	Proi
	Sale Purchase Rate			
	Rental Rate	22-	1 31121	पास यहा
	Comments	ातर	9 4	पास देहा लाज ५८ जा म निराधा
	2. Name:			
3. 2.	Contact No.	189		
	Sale Purchase Rate			
	Rental Rate			
	Comments			
	3. Name:			
	Contact No.			
	Sale Purchase Rate			
	Rental Rate			
	Comments			

Surveyo	or N	an	1e
Signatu	re:		
Date:			

### 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 related to the property to the best of my knowledge. I understand that any false or manipulative information provided by me will be considered as cheating with the professional organization since it will lead to incorrect valuation report and I'd be solely responsible for this unlawful act 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 in any situation, 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.:	
Date:	

### UNDERTAKING BY THE SURVEYOR

I confirm that I have carried out the Survey of the property 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 Property 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 by the company.

Surveyo	r Name
Signatur	e:
Date:	

### 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 arbitrary 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 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:

Date:

Depto of the plat 2169 - 30 = 72 ft.

Depto of the plat 2169 - 30 = 72 ft.

-: Depto of the plat 2169 - 30 = 72 ft.

= 4200 7 m

Front Portion 30×37 = 1110

Back Portion = 4200

5310

396)

Manmohan Singh, 982/034291

# **VALUATION OF LAND & BUILDING**

**Belonging to** 

Oleme- Dev. Garg 9717099786

M/s. SHRI LAL MAHAL LIMITED

### LOCATED AT

SHOP NO. 4098, WARD NO. III, NAYA BAZAAR, NEW DELHI -110006



# PREPARED FOR M/S SHRI LAL MAHAL LIMITED

### PREPARED BY

# ITCOT CONSULTANCY AND SERVICES LIMITED

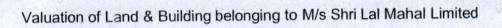
(Formerly Industrial and Technical Consultancy Organization of Tamil Nadu Limited)
Joint Venture of ICICI, SIDBI, IFCI, SIPCOT, TIIC, SIDCO & BANKS
Delhi Office: 407, Akashdeep Building, 26-A, Barakhamba Road, New Delhi –
110001 Phones: 011 – 23327226, 23752989
Registered Office: 50-A, Greams Road, Chennai – 600 006

Phone - 044-28290324, 044-28294365

IT COT

SEPTEMBER - 2016







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# VALUATION OF LAND & BUILDING BELONGING TO M/s SHRI LAL MAHAL LIMITED LOCATED AT SHOP NO. 4098, WARD NO. III, NAYA BAZAAR, NEW DELHI -110006, (AS ON SEPTEMBER, 2016)

### **EXECUTIVE SUMMARY**

# 1.0 ITCOT- APPOINTED AS A VALUER

M/s Shri Lal Mahal Limited by a letter dated 24<sup>th</sup> August 2016 had appointed ITCOT Consultancy and Services Limited for the purpose of valuation of fixed assets i.e. land and Building located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi – 110006

# 1.1 OBJECTIVE OF VALUATION

The objective of the study is to assess the fair market value of the fixed assets i.e. land and Building located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi – 110006.

## 1.2 VISITS TO THE SITE

To undertake the valuation of the fixed assets i.e. land and Building of the company, a team of professionals of ITCOT visited the site located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi – 110006 along with the officials of the company on 30<sup>th</sup> August 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 and building belonging to M/s Shri Lal Mahal Limited located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi – 110006. Based on the visit made, ITCOT has classified the assets into two major categories as mentioned below.

### **IMMOVABLE ASSETS**

- a) Land
- b) Building / Civil Structures

### 1.4 VALUATION SUMMARY

Based on the information/documents provided, our observations and analysis, the Total Expected Realizable Value of the fixed assets located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi - 110006 is valued/ opinioned at Rs. 554.39 Lakhs and Distress Sale realizable value is valued/ opinioned at Rs. 443.51 Lakhs as on September 2016.

S. No.	Particulars	Present Replacement Value of New Assets (Rs. In lakhs)	Expected Realizable Value (Rs. In lakhs)	Sale Realizable Value (Rs. In Lakhs)
1	Land	543.99	543.99	435.19
2	Building	26,00	10.40	8.32
	Total	569.99	554.39	443.51



# VALUATION OF LAND & BUILDING BELONGING TO M/s SHRI LAL MAHAL LIMITED LOCATED AT SHOP NO. 4098, WARD NO. III, NAYA BAZAAR, NEW DELHI -110006, (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, Spices, Soyabean and Sugar. Other prominent products of the Group are Detergents, Cement, Steel Scrap, Iron Ore, Timber, Bauxite, Diamond & Gold.

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 Land & Building located at shop no. 4098, Ward No. III, Naya Bazaar, New Delhi -110006,. Hence, in order to ascertain the present realisable value of fixed assets viz. land and building, M/s Shri Lal 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 and building) of M/s Shri Lal Mahal Limited located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi – 110006. 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 term of professionals of ITCOT to the company's commercial space at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi — 110006 on 30<sup>th</sup> August 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 and that of the building on the prevailing cost of construction and its existing condition.. Basic data regarding land and building gathered at site as well as supplied by the company in respect of the above said project. The shop was found in bad condition at the time of visit as it is too old and 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



### 2.2 Building Valuation

The realizable value of building and civil works have been estimated by considering the factors like

- Plinth area,
- Type of construction,
- Utility of the building / structure
- Quality of structure,
- Exterior appearance,
- Elevation / projection,
- Present conditions,
- Age of the buildings,
- Anticipated future life

The fair market value for the factory building is estimated considering extent of building, year of construction, condition of the building at the time of visit, type and rate for the structure, depreciation for spent life (as per the standards of National Building Code) and residual life of the building etc.



### 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 online portal of MCD rates for New 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.



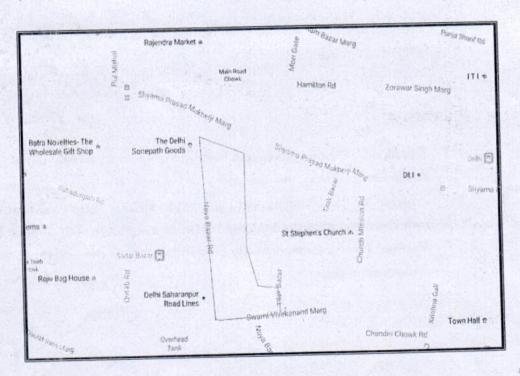
### 4.0 VALUATION OF LAND

As per copy of Sale Deed dated 12.09.1974 executed between Smt. Kishori Devi D/o Sh. Kannu Mal (Vendor) and Sh. Prem Chand Garg s/o Sh. Har Narain Aggarwal and Sh. Har Narain Aggarwal s/o Sh. Mauji Ram (Vendee) The Vendee acquired 241 Sq. yds. of Land from Vendor on freehold basis located at Plot No. 5, Bhagwan Das Nagar, New Delhi- 110026 for mixed (residential/commercial) use Later on, as stated by the Company the name of the said Vendee is in account of M/s Shri Lal Mahal Limited for setting up a Commercial office space.

### 4.1 CONNECTIVITY TO THE SITE:

The main access to the unit of the company is Chandani Chowk road.

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





### **KEY FEATURES OF THE SITE**

SI. No.	Particulars	Details
1	Nearest Highway	NH- 08
2	Nearest Railway Station	New Delhi (3.5 kms)
3	Nearest Airport	IGI Airport, New Delhi (16.9kms)

Nearest railway station connected to the site is New Delhi and nearest airport connected to the site is IGI, New Delhi at a distance of 3.5 kms and 16.9 kms respectively.

### 4.2 Circle Rate and Prevailing Market Rate

The present circle rate of land is Rs. 90000 per Sq. m. for commercial use as gathered from MCD Circle rates portal (copy of Circle rate is attached as annexure). Our enquiries reveals that the current fair market value in and around that area is Rs. 270000 per Sq. m. for industrial 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 freehold land is estimated at Rs. 543.99 lakhs and distress sale value of the land is estimated at Rs. 435.19 lakhs, the details of which are given at **Annexure-I**.



### 5.0 VALUATION OF BUILDING:

The building comprises of the following given below:

Floors	Year of	Covered	
	Construction	Area	
		(Sq.ft)	
Ground Floor	1975	591	
First Floor	1975	591	
Second Floor	1975	591	
Third Floor	1975	591	

Based on the prevailing cost of construction and condition of the building, the expected realisable value of building is estimated at Rs. 10.40 lakhs, the details of which are given at **Annexure – II**.



# 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 located at Shop No. 4098, Ward No. III, Naya Bazaar, New Delhi - 110006 is valued/ opinioned at Rs. 554.39 Lakhs and Distress Sale realizable value is valued/ opinioned at Rs. 443.51 Lakhs as on September 2016.

S. No.	Particulars	Present Replacement Value of New Assets (Rs. In lakhs)	Expected Realizable Value (Rs. In lakhs)	Distress Sale Realizable Value (Rs. In Lakhs)	
1	Land	543.99	543.99	435.19	
2	Building	26.00	10.40	8.32	
	Total	569.99	554.39	443.51	



### **PHOTOGRAPHS**









ANNEXURE - I

# VALUATION OF LAND AND BUILDING BELONGING TO

M/s. SHRI LAL MAHAL LIMITED

LOCATED AT SHOP NO. 4098, WARD NO. III, NAYA BAZAAR, NEW DELHI -110006

### DETAILS AND COST OF LAND

.No.	Particulars	Area (Sq.m.)	Present Fair Market Rate	Present Replacement Value of New Assets	Expected Realisable Value
	and control of the second	0,4,001	(Rs./sq.m.)	(Rs in Lakhs)	(Rs. in Lakhs
(A)	Location:				
	Free hold Commercial Land :				
	Located at Shop No. 4098				
	Ward No. III, Naya Bazaar				
	New Delhi - 110006				
	(1 kms from Chandani chowk Metro Station and				+10
	2.5 kms from New Delhi Railway Station)				
A)	The details of Sale deed are given below:	201.476	270000.00	543.99	543.99
	Details of land				
	As per copy of Sale Deed dated 12.09.1974				
	executed between Smt. Kishori Devi				
	D/o Shri Kannu Mal (Vendor) and				
	Shri Prem Chand Garg s/o Shri Har				
	Narain Aggarwal and Sh Har Narain				
	Aggarwal s/o Shri Mauji Ram (Vendee)				
	The Vendee acquired 241 Sq. yds. of Land				
	from Vendor on freehold basis				
	located at Plot No. 5 ,				
	Bhagwan Das Nagar, New Delhi- 110026				
	for mixed (residential/commercial) use				
	Later on, as stated by				
	the Company the name of the said Vendee				
	is in account of M/s Shri Lal Mahal Limited for				
	setting up a Commercial office space.				
	Area				
	241 Sq.yds. Or 201.476 Sq. m.				
	Boundaries:				
	East: Main Road				
	West: Service Lane				
	North: Property No. 4099				
	South: Property No. 4097				
	Present Rate :				
	The present Circle Rate of land in the area				
	is Rs 90000/- per sq. m. as gathered from				
	Delhi MCD Circle Rates and the present fair market				
	rate of the land in the area is Rs. 270000 per sq. m.				
	as gathered from the local persons in the area				
	GRAND TOTAL	201.48		543.99	543.99

Note:



ANNEXURE-II

### **VALUATION OF LAND AND BUILDING**

### **BELONGING TO**

M/s. SHRI LAL MAHAL LIMITED

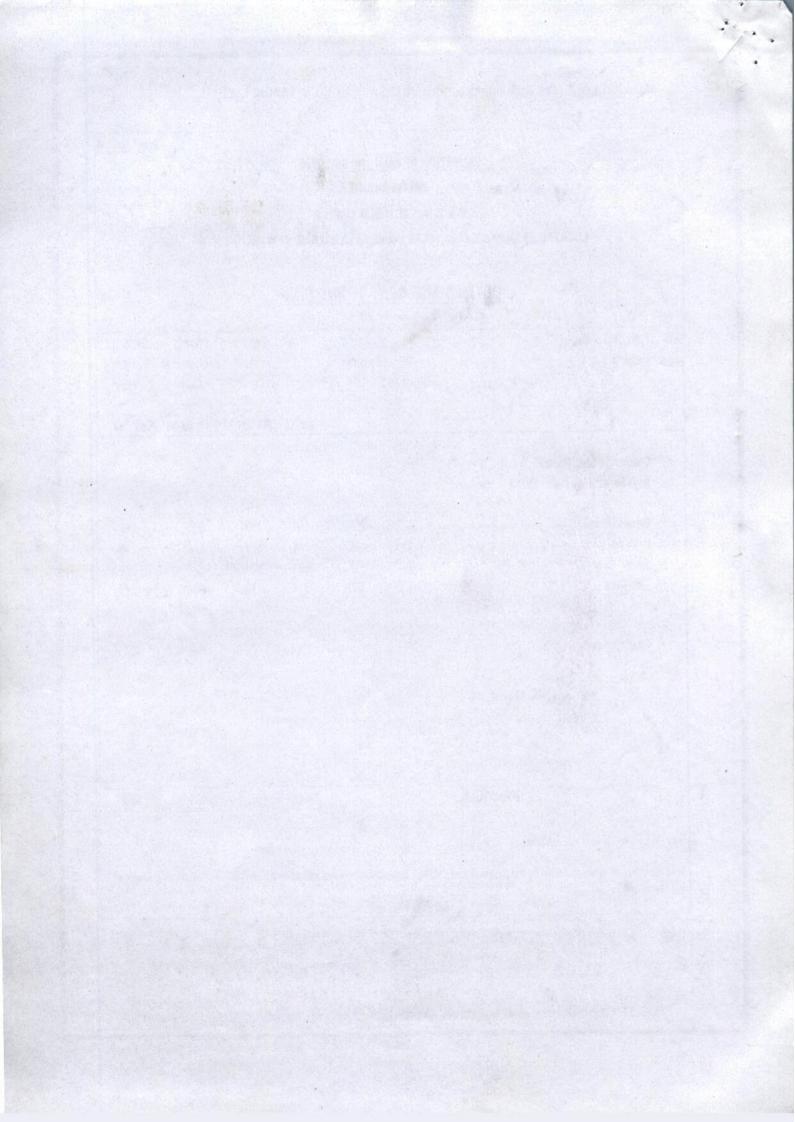
LOCATED AT SHOP NO. 4098, WARD NO. III, NAYA BAZAAR, NEW DELHI -110006

## **DETAILS AND COST OF BUILDING**

S. No.	Particulars of the Building	No. Of Structure	Year of Construction	Area	Present Cost of Const.	Present Replacement Cost	Expected Realisable Value
			14 × 0	(sq.ft.)	(Rs./sq.ft.)	(Rs in Lakhs)	(Rs in Lakhs
A)	Commercial Shop No. 4098, Ward No. III						
	Naya Bazaar, New Delhi - 110006						
	Ground Floor	-1	1975	591	1100	6.501	2.60
	First Floor	1	1975	591	1100	6.501	2.60
	Second Floor	1	1975	591	1100	6.501	2.60
	Third Floor	1	1975	591	1100	6.501	2.60
	Total .			2364		26.004	10.4016
	GRAND TOTAL			2364.00		26.00	10.40

Note: 1. Sanction plan is not available.

<sup>3.</sup> All the information are provided by the company and data has been taken from last valuation report dated 04.10.2013 as guided by the official of the company.



ANNEXURE-II

FORMAT OF VALUATION REPORT
(to be used for all properties of value above Rs.5 crores)

Name & Address of Branch Name of Customer (s)/ Borrowal unit: (for which valuation report is sought)

	. Introduction		
a)	Name of the Property Owner(with address & phone nos.)		
b)	Purpose of Valuation		
c)	Date of Inspection of Property		
d)	Date of Valuation Report		
e)	Name of the Developer of Property		
1	(in case of developer built properties)		
1	2. Physical Characteristics of the Property		
a)	Location of the Property  i. Nearby landmark  ii. Postal Address of the Property  iii. Area of the plot/land (supported by a plan)  iv. Type of Land: Solid, Rocky, Marsh land,     reclaimed land, Water-logged, Land locked.  v. Independent access/approach to the property etc.  vi. Google Map Location of the Property with a     neighborhood layout map  vii. Details of roads abutting the property  viii. Description of adjoining property  ix. Plot No. Survey No.  x. Ward/Village/Taluka  xi. Sub-Registry/Block  xii. District		
	xiii. Any other aspect		
b)	Plinth Area, Carpet Area, and saleable are to be mentioned separately and clarified		
c)	Boundaries of the Plot East West North South	As per Sale Deed/TIR	Actual
	5. Town Planning parameters		

# REVIEW OF NPA REFERRED TO NCLT FOR THE MONTH OF OCTOBER 2018

(All Amount Rs in crores)

SA	RG	NAME OF THE BRANCH: SAMB-I New Delhi				
PA	RT A : BORROWER INFORMATION	ON				
1.	Name of the Borrower:	Korha Wes	t Power Com	nany I td (KW	(PCL)	
2.	Address and constitution of borrower	Korba West Power Company Ltd. (KWP of Regd. Office: 301, Rajnigandha Green Ga City Centre, City: Gwalior, Dist: Gwalior, Sta Pradesh, India, Pin: 474011 Admin Office: 6th Floor, Vatika City Point City: Gurgaon, Dist: Gurgaon, State: Haryan			Garden Estate State: Madhya int M.G. Road,	
		a , City: Teh- R	ade Bhandar, Chote bhandar, Sarvani & City: Teh- Raigarh, Dist: Raigarh, State: adia, Pin: 496551.			
3.	Dealing with us since	23.05.2009				
4.	Details of Exposure (As on	Outstandi			124.78	
	31.10.2018)	Unapplied			27.43	
			her Expenses		Nil	
		Any unmatured contingent liability such as BG / LC etc.			Nil	
		Total			152.21	
5.	Total dues at the end of last quarter / Claim filed with IRP	Rs 147.01 crores				
6.	Provision held (As at the end of last quarter i.e., as on 30.09.2018)	Rs 38.47 crores (IRAC: D1)				
7.	Estimated provision as on (as per change in IRAC classification)	31.03.2019 (Rs. 38.47 crores)				
8.	Whether unit is operational:  If yes, current level of activity / capacity utilization)	Plant is shut down due to technical problems in turbine				
9.	Status of suit filed / SARFAESI Action :	Suit not filed as the company (Corporate Debtor) has filed an application with NCLT, Ahemdabad on 21.05.2018 to initiate Corporate Insolvency Resolution Process under IBC, 2016.				
10.	Status of reporting to RBI / CIC under defaulter / Willful defaulter	RBI List of Defaulters: Yes RBI/CIBIL List of Willful Defaulters: No				
11.	Financial indicators (last three years)	Net sales	As on 30.09.2016 (Audited)	As on 31.03.2017 (Audited)	As on 31.03.2018 (Audited)	
		ivet sales	0.00	623.99	208.68	

a)	i. Master Plan provisions related to property in	
	ii. FAR- Floor Area Rise/FSI- Floor Space Index permitted & consumed	
	iii. Ground coverage	
	iv. Comment on whether OC- Occupancy	
	Certificate has been issued or not	
	v. Comment on unauthorized constructions if any	
	vi. Transferability of developmental rights if any,	
	Building by-laws provision as applicable to the	
	property viz. setbacks, height restriction etc.	
	vii. Planning area/zone	
	viii. Developmental controls	
	ix. Zoning regulations	
9	x. Comment on the surrounding land uses and	
	adjoining properties in terms of uses	
	xi. Comment on demolition proceedings if any	
967	xii. Comment on compounding/regularization	
	proceedings	
	xiii. Any other Aspect	
-	Document Details and Legal Aspects of Property	
a)	Ownership Documents	
	i. Sale Deed, Gift Deed, Lease Deed	
	ii. TIR of the Property	
b)	Name of the Owner/s	
c)	Ordinary status of freehold or leasehold including	
-/	restrictions on transfer	
d)	Agreement of easement if any	
e)	Notification of acquisition if any	
f)	Notification of road widening if any	
g)	Heritage restriction, if any	
h)	Comment on transferability of the property ownership	
i)	Comment on existing mortgages/charges/encumbrances	
-/	on the property, if any	
j)	Comment on whether the owners of the property have	
3/	issued any guarantee (personal or corporate) as the case	
	may be	
k)	Building plan sanction:	
-	Authority approving the plan -	
	Name of the office of the Authority -	
	Any violation from the approved Building Plan -	
1)	Whether Property is Agricultural Land if yes, any	
-	conversion is contemplated	
m)	Whether the property is SARFAESI compliant	
n)	a. All legal documents, receipts related to electricity,	
	Water tax, Municipal tax and other building taxes to be	
	verified and copies as applicable to be enclosed with the	
	report.	
	b. Observation on Dispute or Dues if any in payment of	
	bills/taxes to be reported.	
0)	Whether entire piece of land on which the unit is set up	
	/ property is situated has been mortgaged or to be	
	mortgaged.	
p)	Qualification in TIR/mitigation suggested if any.	
q)	Any other aspect	
	5. Economic Aspects of the Property	
a)	i. Reasonable letting value	
	ii. If property is occupied by tenant	
	- Number of tenants	
	- Since how long (tenant- wise)	
	- Status of tenancy right	

Fixed Assets	69.13	4722.04	4821.87
Gross Block Net Block	51.06	4524.68	4451.04
PBT	(39.61)	(606.13)	(708.44)
PAT	(39.61)	(606.13)	(708.44)
Cash Accruals	(25.31)	(432.79)	(534.93)
Total CA	5.14	190.79	192.37
TNW	1065.71	459.70	(246.13)

	Date of filing of application	LVENCY RESOLUTION Date:		26.07.2018		
	with NCLT:	Name of Applicant :			West	Power
		Whether Financial Creditor / Operational Creditor / Borrower :		Corporate [	Debtor	×.
2.	Date of admission by NCLT	21.05.2018			2000	
3.	Name and Address of Interim Resolution Professional (IRP)	Name :	Mr. Abhijit Guhathakurta			
		Regn. No :	IBBI/IPA-0	IBBI/IPA-003/IP-N000103/2017- 2018/11158		
		Address :	Deloitte Touche Tohmatsu India LLP Indiabulls Finance Centre, Tower 3 27th Floor, Senapati Bapat Marg Elphinstone Road (West), Mumbai 400013.			ower 3,
			Elphinston 400013,	e Road (W	/est), Mu	t Marg, umbai –
		E-mail :	Elphinston 400013,	e Road (W	/est), Mu	t Marg, umbai –
4.	Date of Public Announcement :	E-mail : 04.08.2018	Elphinston 400013,	e Road (W	/est), Mu	t Marg, umbai –
<ol> <li>4.</li> <li>5.</li> </ol>	Date of Public Announcement : Details of claim filed by SBI		Elphinston 400013, abhijitg@d	e Road (W	/est), Mu	08.2018
		04.08.2018	Elphinston 400013, abhijitg@d	e Road (W	/est), Mu	umbai –
		04.08.2018  Date of filing	Elphinston 400013, abhijitg@d	e Road (W	/est), Mu	umbai –
5.		Date of filing Amount of c Claim accept Contingent	Elphinston 400013, abhijitg@d g of claim laim* oted by IRP / immature	le Road (W	/est), Mu	08.2018 147.01
	Details of claim filed by SBI  Total claims received by IRP :	Date of filing Amount of c Claim accep	Elphinston 400013, abhijitg@d g of claim claim* oted by IRP / immature BG O/s etc	le Road (W	/est), Mu	08.2018 147.01 147.01
5.	Details of claim filed by SBI	Date of filing Amount of c Claim accep Contingent any such as From Finance From Opera	Elphinston 400013, abhijitg@d  g of claim elaim* oted by IRP / immature BG O/s etc cial Creditors tional Credit	claim (If ) s tors	/est), Mu	08.2018 147.01 147.01 NIL
5.	Details of claim filed by SBI  Total claims received by IRP :	Date of filing Amount of c Claim accep Contingent any such as From Finance	Elphinston 400013, abhijitg@d  g of claim elaim* oted by IRP / immature BG O/s etc cial Creditors tional Credit	claim (If ) s tors	/est), Mu	08.2018 147.01 147.01 NIL 5030.39

	- Rent received per month (tenant-wise) with	
	a comparison of existing market rent	
	iii. Taxes and other outings	
	iv. Property Insurance	
	v. Monthly maintenance charges	
	vi. Security charges	
	vii. Any other aspect	
	6. Socio-cultural Aspects of the Property	
a)	Descriptive account of the location of the property in	
	terms of social structure of the area, population, social	
	stratification, regional origin, economic level, location	
	of slums, squatter settlements nearby, etc.	A Charles
b)	Whether property belongs to social infrastructure like	
	hospital, school, old age homes etc.	
	7. Functional and Utilitarian Aspects of the Property	
a)	Description of the functionality and utility of the	
.,	property in terms of:	
	i. Space allocation	
	ii. Storage Spaces	
	iii. Utility spaces provided within the building	
	iv. Car Parking facility	
	v. Balconies, etc.	
b)	Any other aspect	
- 1	8. Infrastructure Availability	
a)	Description of aqua infrastructure availability in terms	
	of	
	i. Water supply	
	ii. Sewerage/sanitation System Underground or	
	Open	
	iii. Storm water drainage	
b)	Description of other physical infrastructure facilities	
	viz.	
	i. Solid waste management	
	ii. Electricity	
	iii. Road and public transport connectivity	
	iv. Availability of other public utilities nearby	
c)	Social infrastructure in terms of	The second second
-,	i. School	
	ii. Medical facilities	
	iii. Recreational facility in terms of parks and open	
	space	
	9. Marketability of the Property	The Volume
a)	Marketability of the property in terms of	
	i. Locational attributes	
	ii. Scarcity	
	iii. Demand and supply of the kind of subject	
	property	
	iv. Comparable sale prices in the locality	
L		
b)	Any other aspect which has relevance on the value or	
	marketability of the property	
	10. Engineering and Technology Aspects of the Property	
a)	Type of construction	
b)	Material & technology used	
c)	Specifications,	
d)	Maintenance issues	William Colored
	Age of the building	THE STREET
e)		
f)	Total life of the building	
g)	Extent of deterioration,	
h)	Structural safety	
i)	Protection against natural disaster viz. earthquakes,	
-/	Visible damage in the building	

7.	Details of Committee of Creditors :	Date of constitution of CoC: 01.10.2018  Details of all members of CoC with voting shares:				
		Dete	Name of Financial Creditor	Claim amount accepted	Voting Share (%)	
		1	SBI	147.01	2.92	
		2	AXIS Bank	351.11	6.98	
		3	Union Bank of India	324.58	6.45	
		4	UCO Bank	284.75	5.66	
		5	Bank of India	254.16	5.05	
		6	Yes Bank	193.17	3.84	
		7	Central Bank of India	187.62	3.73	
		8	LIC of India	172.18	3.42	
		9	Allahabad Bank	160.24	3.19	
		10	Bank of Maharashra	159.25	3.17	
		11	Corporation Bank	157.25	3.13	
		12	Phoenix ARC	154.72	3.08	
		13	Syndicate Bank	131.94	2.62	
		14	Edelweiss ARC	123.10	2.45	
		15	United Bank of India	118.88	2.36	
		16	Dena Bank	114.03	2.27	
		17	Andhra Bank	109.42	2.17	
		18	SREI Infrastructure Finance Ltd.	107.17	2.13	
		19	Aditya Birla Finance Ltd.	94.98	1.89	
		20	Adani Power Limited	1685.35	33.50	
				5030.39	100.00	
8.	Brief details of First COC meeting:	Date		10.09.201	8	
		Whether IRP continued as RP or COC recommended for change of IRP		Yes, IRP Mr Abhijeet Guhathakurta continued as RP		
			ne of new IRP mmended	Not Applicable		

1.	Contam of six conditioning	
k)	System of air-conditioning	
1)	Provision of firefighting	
m)	Copies of the plan and elevation of the building to be included	
1	11. Environmental Factors	
a)	Use of environment friendly building materials, Green Building techniques if any	
b)	Provision of rain water harvesting	
c)	Use of solar heating and lightening systems, etc.,	
d)	Presence of environmental pollution in the vicinity of the property in terms of industry, heavy traffic etc.	Allegan State
	12. Architectural and aesthetic quality of the Property	
27.1	Descriptive account on whether the building is modern,	and the second second
a)	old fashioned, plain looking or decorative, heritage value, presence of landscape elements etc.	
	13. Valuation	
a)	Methodology of valuation – Procedures adopted for arriving at the valuation. Valuers may consider various approaches and state explicitly the reason for adopting particular approach and assumptions made, basis adopted with supporting data, comparable sales, and reconciliation of various factors on which final value judgment is arrived at.	
b)	Prevailing Market Rate/Price trend of the Property in the locality/city from property search sites viz magickbricks.com, 99acres.com, makaan.com etc. if available	
c)	Guideline Rate obtained from Registrar's office/State Govt. Gazette/ Income Tax Notification	
d)	Summary of Valuation  i. Guideline Value Land: Building: ii. Fair Market Value iii. Realizable Value iv. Forced/ Distress Sale value.	
e)	i. In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.  ii. Details of last two transactions in the locality/area to be provided, if available.	
T 3 (1)	14. Declaration	

#### 14. Declaration

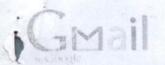
#### I hereby declare that:

- i. The information provided is true and correct to the best of my knowledge and belief.
- ii. The analysis and conclusions are limited by the reported assumptions and conditions.
- iii. I have read the Handbook on Policy, Standard and Procedures for Real Estate Valuation by Banks and HFIs in India, 2011, issued by IBA and NHB, fully understood the provisions of the same and followed the provisions of the same to the best of my ability and this report is in conformity to the Standards of Reporting enshrined in the above Handbook.
- iv. I have no direct or indirect interest in the above property valued.
- v. I/ my authorized representative by the name of ....... who is also a 'valuer', has inspected the subject property on......
- vi. I am a registered Valuer under Section 34AB of Wealth Tax Act, 1957, Category-..... for valuing property up to ...........
- I am/am not an approved Valuer under SARFAESI ACT-2002 and am approved by the Bank.
- viii. I have not been depanelled or removed from any Bank/Financial Institution/Government Organization at any point of time in the past.

		Whether on SBI panel:	Yes .
		Any other issue Discussed	Agenda items regarding approval of appointment of IRP as RP and fees for IRP/RP, Legal Counsel, and Process Advisor were discussed in the meeting
		Date of Approval of RP by NCLT:	2607.2018
9.	Date of Submission of Information Memorandum (IM) submitted by RP to COC	Submitted on 05.10.2018	8
	Interim or Final IM :	Interim	
10.	Dates of COC meetings with brief comments on important points discussed :	Limited was held on chaired by IRP Mr. Abit the Lenders /Financia company's position as cand way forward for fir also discussed. Agenda appointment of IRP as Legal Counsel, and Prodin the meeting.  E-voting was done of obtaining approval frowherein Bank voted in factors.	notice period of 2 working

i	x. I have submitted the Valuation Report (s) directly to the	e Bank.
Nam	ne and address of the Valuer	
stan	ne of Valuer association of which I am a bonafide member dinglth Tax Registration No	in good
	ature of the Valuer	
1000000	No	
1000	pile No	
Em	ail	
	15. Enclosures	
a)	Layout plan sketch of the area in which the property is located with latitude and longitude	
b)	Building Plan	
c)	Floor Plan	
d)	Photograph of the property (including geo-stamping with date) and owner (in case of housing loans, if borrower is available) including a "Selfie' of the Valuer at the site	
e)	Certified copy of the approved / sanctioned plan wherever applicable from the concerned office	
f)	Google Map location of the property	
g)	Price trend of the Property in the locality/city from property search sites viz Magickbricks.com, 99Acres.com, Makan.com etc	
h)	Any other relevant documents/ extracts	

		2 <sup>nd</sup> COC
		09.10.2018
		<ul> <li>2nd CoC meeting was held on 09.10.2018. The meeting was chaired by Mr. Abhijit Guathakurta. The following agenda items were discussed</li> <li>Current state of operations and recent developments viz., discussion with Wipro for continuation of essential IT services, Meeting held with BHEL and payment of its past dues of INR 60 Crore for Generator,</li> <li>Corporate Insolvency Resolution Process (CIRP) activities undertaken by the Resolution Professional. The Chair briefed CoC that appointment of valuation agencies, transaction review auditor, security agencies and sharing of IM has been done.</li> <li>The Chair informed the COC on the matter of Interim Finance that it was necessary to get an interim finance to run the corporate debtor as a going concern and maintain value of the assets</li> <li>The Chair briefed the CoC on the timelines of Expression of Interest (EOI) and mentioned that dates for submission of EOI would be from October 15, 2018 to November 6, 2018. The advertisements for EOI will be published as per norms.</li> </ul>
		E-voting was done on 4 agenda items as detailed in Annexure-I. Bank abstained from voting as per SARG instructions. Agenda items 1-3 were approved and agenda item 4 was rejected by CoC
		(Details as per Annexure-I)
11.	(a) Date of publication of Expression of Interest (EOI)	Not applicable
	(b) Last date of receipt of EOI	Not applicable
12.	No. of EOI received	Not applicable
13.	Likely date of submission of final proposal by bidders	Not applicable
14.	Date of approval of Resolution Plan by COC :	Not applicable



R.K Associates The Valuers <valuers@rkassociates.org>

#### ASSIGNMENT OF VALUATION REPORTS

message

Sunil Kumar Duseja@3712540 <sunil.duseja@sbi.co.in> To: "valuers@rkassociates.org" <valuers@rkassociates.org> Cc: "Sharma N D@3307883" <n.d.sharma@sbi.co.in>

Sat. Oct 20, 2018 at 3:02 PM

Dear Sir.

We have assigned you the valuation of assets in the accounts of Shri Lal Mahal Limited and Kannu Aditya (India) Limited.

In this connection, please refer to our telephonic discussions with you, wherein you were advised to submit valuation reports on the Bank's prescribed format without any disclaimers/assumptions. It has been observed you have submitted valuation reports with various, which are not as per Bank's prescribed format and you have inserted various disclaimers/assumptions, despite our instructions.

You are advised to resubmit the same strictly as per Bank's prescribed format.

With regards,

Sunil Duseja Chief Manager State Bank of India SAMB-I. New Delhi Mobile: 9990045341

The information in this mail is confidential and is intended solely for addressee. Access to this mail by anyone else is unauthorized. Copying or further distribution beyond the original recipient may be unlawful. Any opinion expressed in this mail is that of sender and does not necessarily reflect that of State Bank group.

Shalid - Blease check can satisfy them.

#### CHECK-LIST

1	VALUATION OF SUIT FOR JURISDICTION	110054		entral Distric	t), Tis Ha	zari Courts, Del	hi-
2	NAME & ADDRESS OF ADVOCATE	Shri R. Y. Advocate Chamber	Enrol. No.	D-48 of 1990 astern Wing,	));		を選
	//BV00///II	Tis Hazari Delhi-1100	Courts,				
3	NATURE OF SUIT	Application with Section 1958 (as a	on 25-B of	Chapter III-A	of the Del	ection 14(1)(e) re hi Rent Control A	ad lot;
4	AGE OF PARTIES	Petition Respor		Not rele	years vant yet.		
5	CAVEAT		S/NO	<del></del>			
6	COURT FEE AFFEXED	S. No.	Relief sought	Valuation of Relief for the purpose of jurisdiction	Valuation of relief for the purpose of court fee	Court fee paid on each relief individually	
		1	Eviction of tenant	Rs.13/-		Rs.13/-	
	5.5	2				1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	
		3 4.					-
		5					-
			1 5 5				
		jurisdic	ion:		Rs.13/-	Total Court fee paid (sum of above): Rs.13/-	
		*Please	attach mo	ore sheets, if	required.		
7	CONNECTED CASES, IF ANY & NAME OF THE COURT WHERE PENDING		As per deta	ails given in t	he text of th	e Petition;	

Notes: 1)

No notice of any caveat instituted by the Respondent in any court of India has been received till date by the Petitioner till date.

2)

The Petitioner has not instituted prior to today, in any court in India, any [other] similar Petition on the very same cause of action or even on a similar cause of action, against the respondent / tenant herein.

DELHI:

DATED: 15.9.2018.

491, EASTERN WING TIS HAZARI COURTS **DELHI-110054** 

ADVOCATE FOR THE PETITIONERS (Enrol. No.D-48 of 1990)

Mobile No.9717490094

IN THE COURT OF THE SENIOR CIVIL JUDGE - CUM - RENT CONTROLLER, (CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI-110054

(ORDINARY ORIGINAL CIVIL JURISDICTIN)

EVICTION PETITION No.	OF	20	17
LVIO HOR I LITTION NO.	<b>U</b> 1		٠

## IN THE MATTER OF:

SHRI PREM CHAND GARG

...PETITIONER

**VERSUS** 

M/S PUBLIC GOODS TRANSPORT CO. (REGD.)

....RESPONDENT

#### INDEX

SI. No.	Particulars	Court Fees	Pages
1.	Memorandum of Parties	Rs.13/-	1
2.	Eviction Petition	******	9-12
3.	Affidavits in support of Petition	*****	13.
4.	List of documents alongwith Documents	*****	14-37.
5.	Vakalatnama	Rs.1.25 +(Rs.5.00)	38.
6.	A second set of the Eviction Petition With the affidavit is also attached		39-53

DELHI:

DATED: 12/2/2018

(R. Y. KALIA)

ADVOCATE FOR THE PETITIONERS CHAMBER NO.491, EASTERN WING

TIS HAZARI COURTS DELHI-110054

MOBILE NO.: 9717490094 (Enrol. No. D-48 of 1990)

# IN THE COURT OF THE SENIOR CIVIL JUDGE - CUM - RENT CONTROLLER, (CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI-110054

(ORDINARY ORIGINAL CIVIL JURISDICTIN)

LAIGHOU LING.	<b>EVICTION P</b>	ETITION NO	o.	OF	20	17
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#### IN THE MATTER OF:

SHRI PREM CHAND GARG

....PETITIONER

**VERSUS** 

M/S PUBLIC GOODS TRANSPORT CO. (REGD.)

....RESPONDENT

#### MEMORANDUM OF PARTIES

SHRI PREM CHAND GARG S/O LATE SHRI HAR NARAIN AGGARWAL R/O A-8, BHAGWAN DASS NAGAR NEW DELHI-110026

....PETITIONER

**VERSUS** 

M/S PUBLIC GOODS TRANSPORT CO.(REGD.)
THROUGH ITS MANAGING PARTNER SHRI BALDEV RAJ
SITUATED AT 4098, NAYA BAZAR
DELHI-110006

....RESPONDENT

DELHI:

DATED: 12/2/2018

(R.Y. KALIA)

ADVOCATE FOR THE PETITIONERS CHAMBER NO.491, EASTERN WING

TIS HAZARI COURTS DELHI-110054

MOBILE NO.: 9717490094 (Enrol. No. D-48 of 1990)





# IN THE COURT OF THE SENIOR CIVIL JUDGE - CUM - RENT CONTROLLER, (CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI-110054

(ORDINARY ORIGINAL CIVIL JURISDICTIN)

EVICTION PETITION No. OF 2017



#### IN THE MATTER OF:

SHRI PREM CHAND GARG S/O LATE SHRI HAR NARAIN AGGARWAL R/O A-8, BHAGWAN DASS NAGAR NEW DELHI-110026

...PETITIONER

**VERSUS** 

M/S PUBLIC GOODS TRANSPORT CO.(REGD.)
THROUGH ITS MANAGING PARTNER SHRI BALDEV RAJ
SITUATED AT 4098, NAYA BAZAR
DELHI-110006

....RESPONDENT

### APPLICATION FOR EVICTION OF TENANT

Under Section 14(1)(e) read with Section 25-B of Chapter III-A of the Delhi Rent Control Act, 1958 (as amended upto date).

#### MOST RESPECTFULLY SHOWETH:

(1) Municipal No. of the Premises and the name, if any.

Portion on the Ground Floor and Mezzanine forming part of the Property bearing No.4098, situated at Naya Bazar, Delhi-110006. The Premises which are the subject matter of this Eviction are more fully shown bounded by 'red' colour in the site plan. The Premises in reference in this Eviction Petition are hereinafter called and referred to as the "Premises in Suit". The site plan annexed hereto is marked for purpose of identification as ANNEXURE-'A'.

(2) Street and municipal ward of division in which the premises are situated.

Portion on the Ground Floor and Mezzanine forming part of the Property bearing No.4098, situated at Naya Bazar, Delhi-110006.

CM.

As already mentioned herein-before the Premises which are the subject matter of this Eviction Petition are fully shown and bounded by 'red' colour in the site plan. The Premises in reference in this Eviction Petition are hereinafter called and referred to as the "Premises in Suit".

#### (3a) Name and address of the landlord.

As that of the Petitioner and in particular as that of the Petitioner No.1 in the title clause above.

Suffice it may be to say that the Petitioner is the owner of the portion of immoveable Property shown in colours 'blue' consists of ground floor, first floor, second floor, third floor in the site plan annexed to the Deed of Partition dated 15.01.2001, duly registered in the Office of the Sub Registrar, Delhi, as Document No.189, in Book No.1, Volume No.259, on Pages 180 to 186. Photocopy of the said Registered Deed of Partition dated 15.01.2001 is annexed to this Eviction Petition as ANNEXURE-'B'.

The rentals in respect of the 'Premises in Suit', are being realized from the Respondent by the Petitioner herein and has been acknowledging the payments so made by the Respondent by issuing the rent receipts to the Tenant/Respondent. The Respondent had paid the rents to the Petitioner amounting to Rs.2,280/-(Rupees Two Thousand Two Hundred and Eighty Only), calculated at the rate of Rs.190/-(Rupees One Hundred and Ninety Only) per month, for the period 01.04.2009 to 31.03.2010, through cheque bearing No.316375 dated 22.06.2010 drawn on SBI. The Respondent had also paid the rents to the Petitioner amounting to Rs.2,280/-(Rupees Two Thousand Two Hundred and Eighty Only), calculated at the rate of Rs.190/-(Rupees One Hundred and Ninety Only) per month, for the period 01.04.2010 to 31.03.2011, through cheque.

Chr

That, thereafter, the respondent had also deposited the rents along with interest amounting to Rs.7,590/-(Rupees Seven Thousand Five Hundred and Ninety Only) for the period 01.04.2011 to 31.03.2012, in the Hon'ble Court of Shri Sanjeev Kumar Singh, the then Additional Rent Controller, Delhi, vide D. R. Petition No.518/2013. Photocopy of the above-said counter foils of the rent receipts and D.R. Petition is annexed to this Eviction Petition as ANNEXURE-'C' (Colly).

Suffice it may be to say that this counter-foil of Rent Receipt is duly signed by the Respondent's authorized person Shri Harinder Singh.

(3b) Name and address of the tenant(s).

As that of the Respondent in the Title Clause above.

(4) Whether the premises are residential or non-residential.

Non Residential Premises, let and used as such. The Premises in Suit are a Shop and Mezzanine and the Respondent is using the same as a Transport Booking Office which is situated at the Main Road, Naya Bazar, Delhi-110006. The dimensions thereof are decipherable on a bare glance of the site plan is annexed hereto as ANNEXURE-'A'.

(5) In the case of residential premises, the number of persons occupying the same and in the case of non-residential premises, the purpose for which these are used and the number of employees, if any, working therein.

CH

The Petitioner is not aware of the number of the employees, if any at all, employed by the Respondent in the Premises in Suit. As far as the Petitioner aware the Respondent is carrying on its transport booking business from the



# Delhi Online Registration Information System

# Govt. of N.C.T. Delhi



313	e-Circle R	ate Calculator	
Deed Name	SALF	Sub-Deed Name	SALE WITHIN MC AREA
Locality/Village	Lampur	18624	* 77 *
Category of Locality	н		# 1
Select Gender(Second Party)	Male	Consideration Amount of Present Transfer ₹	100000
Property Type	Agricultural Land	Sub Property Type	Agricultue
	Agricultural Early		The second secon
Area In	Sqt Meter		a *
Area (in Sqt,M)	50586		
	Calculation Parameter	Show Hide	*
Minimum value of Land R	66252553.92	(Land Rate /4046.724 * Area)	(5300000/4046.724)*50586
Minimum Value R	66252553.92		
Stamp Duty R	Minium value of Land 3975153.24	@6% According To Minium Value	
Final Stamp Duty R	3975154	Round Value of Total Stamp Duty	
	Fees/Sta	mp Duty Details	
Land/Floor Value :	0	Structure Value :	0
Minimum Value :	66252553.92		
Total Stamp Duty :	3975154	Registration Fees :	662526
	Œ	Print	
	Hos	me RESET	A AFRICA CONTRACTOR OF THE



# Delhi Online Registration Information System



# Govt. of N.C.T. Delhi

Deed Name	SALE	Sub-Deed Name	SALE WITHIN MC AREA
Locality/Village		Land Rate ₹	56064
Locality/village	Naya Fazar		30004
Category of Locality	E		* #1
Select Gender(Second Party)	Male	Consideration Amount of Present Transfer ₹	1000000
		Fresent numsici V	4.1
Property Type	Non Agricultural Plot	Sub Property Type	Commercial
Land Use	Commercial	Use Factor	3
Area (in Sqt,M)	201.50	Land Rater	56064
	Calculation Parameters	Show	
Minimum value of Land R	33890688	(Land Rate * Area * Use Factor)	56064*201.50*3
Minimum Value R	33890688		<b>李</b> 李 <sup>3</sup>
	Minium value of Land		
Stamp Duty R	2033441.28	@6% According To Minium Value	
Final Stamp Duty R	2033442	Round Value of Total Stamp Duty	
	Fees/Stam	Duty Details	
Land/Floor Value :	33890688	Structure Value :	0
Minimum Value :	33890688		
Total Stamp Duty :	2033442	Registration Fees :	338907
,			
	8	Print	e 35



# Delhi Online Registration Information System





	e-Circle Ra	te Calculator	
Deed Name	SALE	Sub-Deed Name	SALE WITHIN MC AREA
Locality/Village		Land Rate ₹	18624
	Singhu		10024
Category of Locality	Н		
Select Gender(Second Party)	Male	Consideration Amount of Present Transfer ₹	100000
Property Type	Non Agricultural Plot	Sub Property Type	Commercial
Land Use	Industrial	Use Factor	2
Area (in Sqt,M)	17360	Land RateR	18624
	<b>Calculation Parameters</b>	Show	A 21
Minimum value of Land R	646625280	(Land Rate * Area * Use Factor)	18624*17360*2
Minimum Value R	646625280		•
	Minium value of Land		
Stamp Duty R	38797516.8	@6% According To Minium Value	
Final Stamp Duty R	38797517	Round Value of Total Stamp Duty	0. 3
	Fees/Stam	p Duty Details	
Land/Floor Value :	646625280	Structure Value :	0
Minimum Value :	646625280		1
Total Stamp Duty :	38797517	Registration Fees :	6466253
	(A	Print	
			1
	Hom	RESET	
	Home		

Premises in Suit with the assistance of its staff. The exact details could not be ascertained by the Petitioner inspite diligent inquiries.

(6) Whether any furniture is supplied by the landlord for use in the premises.

In so far as the Petitioner recall normal electricity fittings were provided in the Premises in Suit at the time the actual physical and vacant possession thereof was delivered to the Respondent several years ago.

(7) Details of fittings, if any, provided by the landlord.

All normal amenities such as light, water, sanitation etc. are available in the Premises in Suit.

It is relevant to mention here that the Premises in Suit are situated in the elite market of ANAJ/RICE/CERALS known as Naya Bazar, Delhi-110006, which is considered in the locality of Central Delhi, to be one of the whole sale market of Anaj, Rice, Cerals, Wheat and Pulses.

(8) Details of accommodation available together with particulars as regards ground area, gardens and out-houses, if any. (Plan to be attached).

One Shop and a Mezzanine on the Ground Floor on the Main Road of Naya Bazar, more fully shown bounded by 'red' colour in the site plan annexed to this Eviction Petition for purpose of identification as ANNEXURE-'A' hereto.

In case, the Respondent pleads or asserts that it is a Tenant in Premises beyond what has been shown bounded by 'red' colour in the site plan annexed as ANNEXURE-'A' hereto. This Eviction Petition may kindly be treated as an Eviction Petition for the portion, which according to the Respondent-Tenant, has been and is in its actual possession use and occupation / tenancy at site i.e. 4098, Naya Bazar, Delhi-110006.

Ohy

(9) Whether the premises are occupied by a single tenant or by more than one tenant.

Single tenant, namely, the Respondent.

(10) Amenities available in regard to lighting, water, sanitation and the like.

All normal amenities such as light, water, sanitation etc. are available in the Premises in Suit bearing No.4098, situated at Naya Bazar, Delhi-110006.

It is pertinent to mention here that the Premises in Suit are situated at one of the elite market of Grains, Rice, Cerals, Wheat and Pulses at Naya Bazar, Delhi, which is a whole sale market of Delhi.

(11) Monthly rent together with details of house-tax, electricity, water and other charges paid by tenant.

Last paid rent by the Respondent is Rs.230/-(Rupees Two Hundred and Thirty Only) per month, excluding electricity and water changes are payable by the Respondent according to its consumption recorded in the relevant meter. The payments of consumption of electricity and water charges are made by the Respondent directly to the concerned authorities.

Ever since the introduction of Unit Area Method for payment Property Taxes in this locality / city, the liability to pay enhanced Property Taxes on the Premises in Suit is that of the Respondent – Tenant. The Petitioner has never been informed by the Respondent – Tenant that it has paid or discharged the aforesaid liability. The Petitioner has reason to believe that the Respondent – Tenant has not paid a single penny on account of (enhanced) Property Taxes to the Municipal Corporation of Delhi / North Delhi.

Chy

The premises were constructed quite some ago. The documents in this behalf are not immediately traceable. The Petitioner is trying to locate the same.

Even otherwise, it is respectfully submitted by the Petitioner that these details are neither relevant nor material, in any manner, for the adjudication of this Eviction Petition, which is being instituted by the Petitioner, on the ground of personal bonafide requirement.

(12b) Whether completion report was obtained from the local authority and the date thereof.

Yes, however, the documents in this regard are not immediately traceable. The Petitioner is diligently searching for the same and undertakes to place the same on record as and when the same are dugout from the old records of the Petitioner.

Even otherwise, it is respectfully submitted by the Petitioner that these details are neither relevant nor material, in any manner, for the adjudication of this Eviction Petition, which is being instituted by the Petitioner, on the ground of bonafide requirement.

(13) Reteable value as entered in the last property assessment book of the Delhi

Municipal Corporation, New Delhi Municipal Committee or the Delhi

Cantonment Board as the case may be.

As per municipal records.

Chy

However, as already mentioned herein-before, now since 01.04.2004, the law has undergone a sea change and property taxes on the property bearing No.4098, Naya Bazar, Delhi-110006 and in particular the Premises in Suit are

payable according to Unit Area Method (Visualizing year of construction, locality area etc. etc.).

(14) Date on which the premises were let to the tenant and details of agreement, if any, with the landlord. (Attested copy of the Agreement to be attached).

Old tenant. The agreement / rent deed, if any, executed at the time of the demise is not traceable.

(15) Whether the rent of the premises had been fixed under the New Delhi House Rent Control Order, 1939, or the Delhi Rent Control Ordinance, 1994, or the Delhi and Ajmer-Mewar Rent Control Act, 1947, or the Delhi and Ajmer Rent Control Act, 1952, and or the Delhi Rent Control Act, 1958; and if so, the amount of such rent and the date from which it took effect.

No.

(16) Whether there are any sub-tenants and if so, date of such sub-letting, accommodation sub-let, whether with or without the written consent of the landlord and the rent charged from sub-tenant.

Not to the knowledge of the Petitioner.

(17) Whether any additions or alterations have been made since the rent was fixed as stated under item No.15; and if so, the date on which such additions or alterations were made, the cost of such additions or alterations and whether they were carried out with the approval of the tenant or of the Controller.



(18a) The ground on which the eviction of the tenant is sought.

That the Petitioner is the owner of the portion of the Property consisting of Ground Floor, First Floor and Third Floor shown in colour 'blue' in the site plan annexed to this Petitioner as ANNEXURE-'B', by means of Deed of Partition dated 15.01.2001, duly registered in the Office of the Sub Registrar, Delhi.

That after the above-said Deed of Partition, the Respondent accepted the Petitioner as owner/landlord of the Premises in Suit, which consist of portion of Ground Floor and a Mezzanine bearing No.4098, situated at Naya Bazar, Delhi-110006, more specifically shown in colour 'red', in the plan annexed to this Eviction Petition as ANNEXURE-'A', and started paying the rents to the Petitioner through cheques/cash. Not only this, the Respondent had also deposited the rents in the Court by filing of D. R. Petition bearing no.518 of 2013.

18(a(iii) That the Premises in Suit let out for non residential purposes, the same

are now bonafide required by the Petitioner for his son namely Mr. Aditya

Garg, who is a proprietor of M/s VI Exports In. Mr. Aditya Garg at present

running a business from the tenanted premises bearing No.4011/105,

situated at Naya Bazar, Delhi. That due to the temperamental behavior of

the son of the Petitioner with his father, the Petitioner wants that his son

run his business from the Premises in Suit. The son of the Petitioner Mr.

Aditya Garg is not satisfied with the way of working of his father, therefore,

at present he has taken the rented premises. The rent receipt of the

tenanted premises, certificate of registrations and licenses are annexed to

this Petition as ANNEXURE-'D'(Colly)

y h

18(a)(iv)

That the texter Petitioner is running his various separate business under the name and style of different companies along with his wife Mrs.

Anita Garg, his elder daughter Ms. Isha Garg and son Mr. Divesh Garg, from the premises bearing No.B-5, Bhagwan Dass Nagar, Delhi which is also insufficient for the various businesses run by the petitioner along with his family members.

18(a)(v) That the Property bearing No.4098, consists of Ground Floor, First Floor,
Second Floor and Third Floor, are in occupation of various old tenants, the
details of the old tenants and the portions/premises under their
occupation, are as under:-

a) Portion consist of Ground Floor and a Mezzanine shown in colour 'red' is under the tenancy of the Respondent;

Portion consist of First Floor shown in colour 'green' is under the tenancy of Mr. Shanker Lal;

Portion consist of Second Floor shown in colour 'orange' is under the tenancy of Mr. Pranab Gupta;

Portion consist of Second Floor shown in colour 'brown' is under the tenancy of Mr. Gabbu Ram;

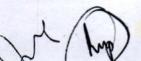
Portion consist of Second Floor shown in colour 'black' is under the tenancy of Mr. Shri Ram;

Portion consist of Third Floor shown in colour 'violet' is under the tenancy of Mr. Rajeev Goyal;

Portion consist of Third Floor shown in colour 'yellow' is under the tenancy of Mr. Bal Kishan Subhash Chand;

18(a)(vi)

That the Petitioner does not have any other suitable premises from where his son Mr. Aditya Garg start his own business except the Premises in Suit, which is a well known market of Anaj, Rice, Cerals, Wheat and Pulses.



18(a)(vii) That the Petitioner further states that in the facts and circumstances of the case, the requirement of the Petitioner for the Premises in Suit consists of Ground Floor and Mezzanine is just, genuine, honest and bonafide.

- 18(a)(viii) In the above-said facts and the background couple with the facts stated herein, it is evident that the Respondent / Tenant is liable to be evicted from the Premises in Suit on the ground enumerated in Clause (e) to the Proviso to Sub-section (1) of Section 14 of the Act.
- (18b) Whether notice required has been given; and if so particulars thereof copies of such notice and the tenant's reply, if any, should be furnished.

The Petitioner under legal advice received, submit and maintain that he is not required to serve any notice munch a "Notice to Quit", upon the Respondent / Tenant prior to the day on which the Petitioner proceed to institute this Eviction Petition on the ground of Section 14(1)(e) of the Delhi Rent Control Act.

- (19) Any other relevant information.
  - (i) The Premises in Suit is Portion on the Ground Floor and Mezzanine of the Property bearing No.4098, situated at Naya Bazar, Delhi-110006. Even otherwise, in as much as the Petition is being instituted by the Petitioner in terms of the procedure prescribed under the Delhi Rent Control Act. The Petitioner is not required to obtain prior permission of the competent authority (slum), Delhi so as to be in a position to institute and maintain this Eviction Petition.
  - (ii) The Petitioner commits that in these facts and circumstances that there is no impediment to the institution of this Eviction Petition on its merits.

12

#### (20) Relief claimed.

The Petitioner prays that this Hon'ble Court be pleased to pass an Eviction Order in favour of the Petitioner against the Respondent in respect of the 'Premises in Suit' i.e. Portion on the Ground Floor and Mezzanine of the Property bearing No.4098, situated at Naya Bazar, Delhi-110006, which are more fully shown bounded by 'red' colour in the site plan annexed to this petition as Annexure-'A'., contemporaneously directing that the Respondent-Tenant herein be evicted from the 'Premises in Suit' and the actual physical vacant possession of the 'Premises in Suit' be delivered to the Petitioner. The Petitioner also seeks from this Hon'ble Court such other or further relief(s), as this Hon'ble Court may deem fit, expedient and/or appropriate.

DATED: 12:2.2018.

PETITIONER

#### VERIFICATION

PETITIONER

Drawn and filed by:

(Shri R. Y. KALIA)
ADVOCATE FOR THE PETITIONERS
CHAMBER NO.491, EASTERN WING
TIS HAZARI COURTS
DELHI-110054
(Enrol. No.D-48 of 1990)
Mobile No.9717490094

# IN THE COURT OF THE SENIOR CIVIL JUDGE - CUM - RENT CONTROLLER, (CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI-110054

(ORDINARY ORIGINAL CIVIL JURISDICTIN)

EVICTION PETITION No	OF	2017

IN	THE	MATTE	R OF:
_			-

SHRI PREM CHAND GARG

....PETITIONER

VERSUS

M/S PUBLIC GOODS TRANSPORT CO.(REGD.)

....RESPONDENT

#### **AFFIDAVIT**

Affidavit of Shri Prem Chand Garg, aged about \_\_\_\_\_\_ years, son of Late Shri Har Narain Aggarwal, resident of: A-8, Bhagwan Dass Nagar, Delhi-110006.

I, the above named deponent, do hereby solemnly affirm and declare on oath as under:-

am the Petitioner in this cause. I am fully conversant with the facts and ackgrounds of this lis.

That the accompanying eviction petition of even date for bonafide requirement of the 'Premises in Suit' has been drafted by counsel inter alia on my instructions.

The same may string the perone and parcels of this affidavit. I refrain from repeating them, for I am advised to be brief. I Identified the Deponent

VERIFICATION:-

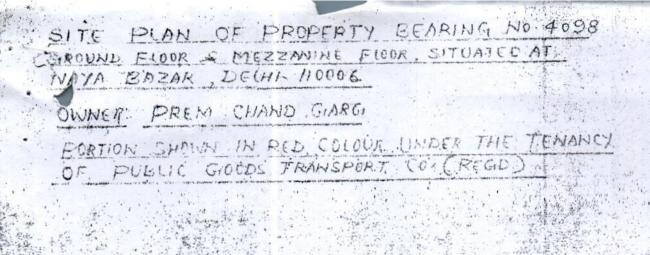
Verified on solemn affirmation at Delhi on this the

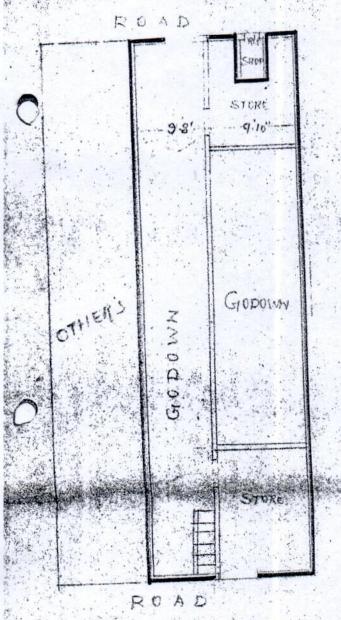
Tante of this affidavit are true and correct to my knowledge; no this affidavit is false and nothing material on facts has been concealed

lette of the affideviolette bear

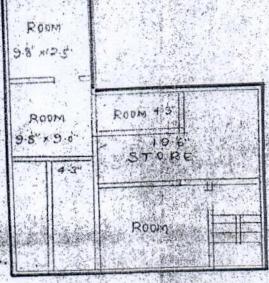
read & explained to him/her Correct to his/her/knowledge Oath Commissioner De 11 5 FEB 2016

DEPONENT





GROUND FLOOR PLAN



MEZZANINE FLOOR FIAN

SAINY ASSUCIATES
S.K. SAINI (B. Tech. Civi)
Arch. valuer, MCD Lie. No. 15-18491
Ch. No.4, Near Post Office,
The Hezert Court, Destrict 10,044
Mr. 26111156421

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: 14.03.2015

To,

The Assistant General Manager,

State Bank of Mysore,

Naya Bazar, Delhi- 110006.

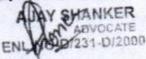
Sub.: Legal opinion in respect of the property belonging to Shri Har Narain Aggarwal son of Late Shri Mauzi Ram and Shri Prem Chand Garg son of Shri Har Narain Aggarwal, R/o A-8, Bhagwan Dass Nagar, New Delhi in respect of built-up property Municipal No.4098, situated at Ward No.3, DDA Plot No.27, Bern Bastion Road, Naya Bazar, Delhi and registered with Sub-Registrar-II, Delhi, on 25.09.1974 vide document no.3863, in additional book no.1, Volume no.3146, on pages no.112 to 117 & Sub-Registrar-II, Delhi, on 10.01.1991 vide document no.220, in additional book no.1, Volume no.5406, on pages no.176 to 181.

A/c- M/s Shri 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:

- NAME AND ADDRESS OF THE APPLICANT FOR WHOM THE OPINION IS SOUGHT.
   M/s Shri Lal Mahal India Ltd. A-8, Bhagwan Dass Nagar, New Delhi.
- 2. NAME AND ADDRESS OF THE OWNER/S OF THE PROPERTY.



Shri Har Narain Aggarwal S/O Late Sh. Mauzi Ram & Sh. Prem Chand Garg S/O Shri Har Narain Aggarwal R/o- A-8, Bhagwan Dass Nagar, New Delhi.

3. NATURE AND DESCRIPTION OF THE PROPERTY/ PROPERTIES OFFERED AS SECURITY. Built-up property consisting of two shops and Balkhana on first floor and second floor,

Bern Bastion Road, Naya Bazar, Delhi.

Measuring 241 Sq. Yds. Bearing Municipal No. 4098, situated at Ward No.3, DDA Plot No.27, 4. LIST OF THE DOCUMENTS FURNISHED FOR SCRUTINY IN RESPECT OF

THE PROPERTY/PROPERTIES OFFERED AS SECURITY (FURNISH THE 1. Original Sale Deed executed between Smt. Kishori Devi D/o Sh. Kannu Mal and Smt. Ram Bai W/o Sh. Har Narain & Smt. Usha Rani W/o Rajender Kumar dated 12.09.1974, same is registered with Sub-Registrar Delhi, vide Reg.No. 3863 in

Book No.I, Vol.No.3146 on pages 112 to 117 dated 25.09.1974. 2. Original Sale Deed executed between Smt. Usha Rani W/o Sh. Rajender Kumar and Smt. Ram Bai W/o Sh. Har Narain dated 10.01.1991, same is registered with Sub-Registrar, Delhi, vide Reg.No. 220 in additional book no.1, Vol.No.5406 on

Original Partition Deed dated 15.01.2001, same is registered with Sub-Registrar-I.

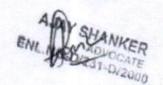
Delhi, vide Reg.No. 188 in additional book no.1, Vol.No.250 on pages 174 to 179. 4. Original Partition Deed dated 15.01.2001, same is registered with Sub-Registrar-I,

Delhi, vide Reg.No.189 in additional book no.1, Vol.No.259 on pages 180 to 186. 5. Original Relinquishment Deed dated 12.01.2001, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.161 in additional book no. I, Vol.No.258 on pages

iginal Relinquishment Deed dated 12.01.2001, same is registered with Substrar-I, Delhi, vide Reg.No.162 in additional book no. 1, Vol.No.258 on pages

OF THE ACQUISITION OF THE PROPERTY/ PROPERTIES BY THE APPLICANT AND

roperty was Shri Har Narain and Sh. Prem Chand Garg by virtue above said 'ION OF Relinquishment Deed ;



b) CONSIDERATION FOR SALE. N.A.

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

Relinquishment Deed as mentioned above.

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

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 mortgaged with S.B.M. Naya Bazar, Delhi.

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

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

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?
  - b) WHETHER THE BUILDING HAS BEEN ASSESSED? No.

ENL.NO-DE PARE

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.

N.A.

 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 mortgaged with bank.

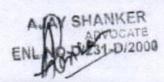
18. WHETHER THE DOCUMENTS DULY REGISTERED WITH THE OFFICE OF THE SUB REGISTRAR.

ARE VERIFIED WITH REFERENCE TO THE ENTRIES IN THE BOOKS OF THE SAID SUBREGISTRAR'S OFFICE.

Yes. Verified 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.
- 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.
  - Original Sale Deed dated 25.09.1974 executed by Smt. Kishori Devi W/O R.S. Shivshankar Lal in favour of Smt Ram Bai W/O Sh. Har Narain Aggarwal, same is registered with Sub-Registrar-II, Delhi, vide Reg.No. 3863 in additional book no.I, Vol.No.3146 on pages 112 to 117.
  - Original Sale Deed dated 10.01.1991 executed by Smt. Usha Rani W/O Ranjender Kumar in favour of Smt Ram Bai W/O Sh. Har Narain Aggarwal, same is registered



- with Sub-Registrar-II, Delhi, vide Reg.No. 220 in additional book no.I, Vol.No.5406 on pages 176 to 181.
- Original Partition Deed dated 15.01.2001 executed between Har Narain Aggarwal and Prem Chand Garg, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.188 in additional book no.I, Vol.No.250 on pages 174 to 179.
- Original Partition Deed dated 15.01.2001 executed between Har Narain Aggarwal and Prem Chand Garg, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.189 in additional book no.I, Vol.No.259 on pages 180 to 186.
- Original Relinquishment Deed dated 12.01.2001 executed by 1.Smt. Pushpa Gupta W/O Ravinder Gupta 2. Smt. Radha Gupta W/O Sandeep Gupta 3. Anju Goel W/O Rajiv Goel in favour of Sh. Har Narain Aggarwal and Prem Chand Garg, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.161 in additional book no. I, Vol.No.258 on pages 175 to 177.
- 6. Original Relinquishment Deed dated 12.01.2001 executed by 1.Smt. Pushpa Gupta W/O Ravinder Gupta 2. Smt. Radha Gupta W/O Sandeep Gupta 3. Anju Goel W/O Rajiv Goel in favour of Sh. Har Narain Aggarwal and Prem Chand Garg., same is registered with Sub-Registrar-I, Delhi, vide Reg.No.162 in additional book no. I, Vol.No.258 on pages 178 to 180.
- 7. Death Certificate of Smt. Ram Bail
- 8. Affidavit as format annexed.

#### INSTRUCTION TO BANK

The bank 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.

**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: 14.03.2015

#### **ANNEXURE**

(Chain of Title)

That Smt. Kishori Devi W/O R.S. Shivshankar Lal being the owner / lessee of the property sold the lease hold right to Smt. Ram Bai W/O Sh. Har Narain Aggarwal and Smt. Usha Rani W/o Sh. Raj Kumar by virtue of a Sale Deed dated 12.09.1974, same is registered with Sub-Registrar, Delhi, vide Reg.No. 3863 in additional book no.1, Vol.No.3146 on pages 112 to 117.

Thereafter, Smt. Usha Rani W/O Ranjender Kumar sold her ½ undivided share to Smt. Ram Bai W/O Sh. Har Narain Aggarwal by virtue of Sale Deed dated 10.01.1991 same is registered with Sub-Registrar Delhi, vide Reg.No. 220 in additional book no.l, Vol.No.5406 on pages 176 to 181 and thus Smt. Ram Bai became the absolute owner of the property in question.

Thereafter Smt. Ram Bai died on 12.06.2000 leaving behind her following legal heirs

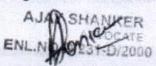
Sh. Harnarain Agarwal Husband
 Sh. Prem Chand Garg Son
 Smt. Pushpa Gupta Daughter

4. Smt. Radha Gupta Daughter

5. Smt. Anju Gupta Daughter

And all three daughters mentioned in sl.no. 3-5 relinquished their right in favour of Sh. Harnarain Agarwal and Sh. Prem Chand Garg by virtue of Relinquishment Deed dated 12.01.2001, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.161 in additional book no. I, Vol.No.258 on pages 175 to 177. & dated 12.01.2001, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.162 in additional book no. I, Vol.No.258 on pages 178 to 180

Thereafter, two Partition Deeds, i.e. dated 15.01.2001, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.188 in additional book no.I, Vol.No.250 on pages 174 to 179 & dated 15.01.2001, same is registered with Sub-Registrar-I, Delhi, vide Reg.No.189 in additional book no.I, Vol.No.259 on pages



180 to 186 was mutually executed between Shri Har Narain Aggarwal and Prem Chand Garg, and they continued to be in the possession and enjoyment of the property.

Thus chain of the property is complete and Shri Har Narain Aggarwal and Prem Chand Garg are lawful owners of the property in question and they can mortgage the property by depositing the documents as mentioned above.

ENL May Shanker 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, Prem Chand Garg S/O Shri Har Narain Aggarwal R/o A-8, Bhagwan Dass Nagar, New Delhi , do hereby swear on oath as under:-

- That the deponent is the co-owner of the built-up property Municipal no.4098, situated at Ward No.3, DDA Plot No.27, Bern Bastion Road, Naya Bazar, Delhi by virtue of relinquishment deed and same has been offered as security against the loan account of M/s Shri Lal Mahal India Ltd.
- That the property mentioned above is in the joint possession of the deponent with Sh. Harnarain Agarwal.
- That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
- 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.
- 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.
- 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.
- That the title of the deponent to the aforesaid property is original and not duplicate or fake one.

- 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.
- 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

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**

### (separate from both)

- I, Shri Har Narain Aggarwal son of Late Shri Mauzi Ram , R/o A-8, Bhagwan Dass Nagar, New Delhi , do hereby swear on oath as under:-
  - That the deponent is the co-owner of the built-up property Municipal no.4098, situated at Ward No.3, DDA Plot No.27, Bern Bastion Road, Naya Bazar, Delhi by virtue of relinquishment deed and same has been offered as security against the loan account of M/s Shri Lai Mahai India Ltd.
  - That the property mentioned above is in the joint possession of the deponent with Sh. Prem Chand Garg.
  - 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.
  - 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.
- That the title of the deponent to the aforesaid property is original and not duplicate or fake one.
- 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.

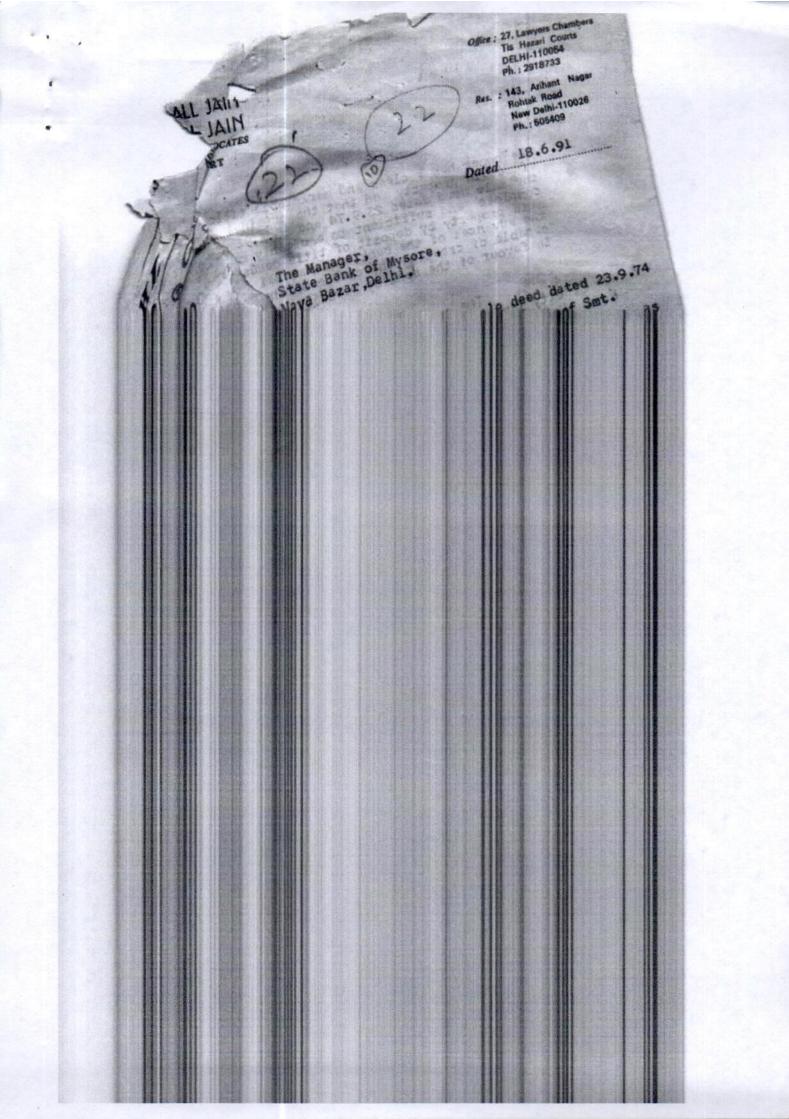
- That deponent undertake not to carry out unauthorized construction over the property that property has been mortgaged for the benefit, need and necessity of the family members of the deponent.
- 10. That deponent undertake not to create any third party interest, sale, charge or lien shall take place 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



aforesaid property and the sale deed dat said oro Parent parent AN FARS BASEBARE.

#### **DETAILS OF SECURITIES**

## A) Primary Security

Facilit y	Details of Security	Type of charge	Total Value	Realisabl e Value * (our share)	Date of valuation
WC – CC (Hyp) EPC, PCFC	Hypothecation of entire current assets of the company viz, Raw Material, Stocks in process, FG, Consumables and book debts both present & future.	Pari- pasu first charge	431.13	308.43 (our share -71.56%)	Stock Statement as on 30.06.2018

## B. Collateral

S. No.	Property Details	Realis able Value	Our Share	Date of valuation
1	Pari passu first charge with other consortium banks over Total Agri land in Sy no 60/4/2, 5/2, 6, 7 with Godown bearing document no. 5369 at Lampur Village measuring (total area 3 bighas 11 biswas) of which share i.e, 18 biswa or 900 sq. yards sale deed has been executed favouring Mr. Prem Garg., Village Lampur, District: Narela, Delhi-110039, Centre Category: Urban, Owner/Lessor: Prem Chand Garg, Relationship with Borrower: Promoter, Title Deed No: 5369, date of reg: 03-OCT-13, E.M. of Immovable Property (Agricultural Land).	1.30 (Dist. Value – Rs.1.1 6 crore)	0.92 (Dist. Value – Rs.0.84 crore)	September,2016 of ITCOT Consultancy and Services Limited
2	Pari passu first charge with other consortium banks over Agri. Land in Sy. No.18/20 bearing Document No.5229 at Singhu, Delhi measuring 1 Bigha, 12 Biswas, Village: Singhu, Delhi-110036, Centre Category: Urban, Name of Owner / Lessor: Prem Chand Garg, Relationship with	consortium banks over Land in Sy. No.18/20 g Document No.5229 at u, Delhi measuring 1 1.72 (Dist. Value – Rs.0.83 crore) Rs.1.1 5 u, Delhi-110036, Centre ory: Urban, Name of r / Lessor: Prem Chand		September,2016 of ITCOT Consultancy and Services Limited

	Dramater Title Dood No :		The same of the sa	
	Promoter, Title Deed No :			
	14002, date of reg : 03-OCT-			
	13, E.M. of Immovable			
0	Property(Agricultural Land).	0.40	4.55 (D:-1	0 1 1 0010
6	Pari passu first charge with other consortium banks over Agri land in sy. No. 6/9, 6/10, bearing document No.6435 at Ghewra, Delhi measuring 6 Bighas., Village / Town / City: Village Lampur, Delhi-110039, Centre Category: Urban, Name of Owner / Lessor:	2.18 (Dist. Value - Rs.1.9 6 crores)	1.55 (Dist. Value – Rs.1.41crore s)	September,2016 of ITCOT Consultancy and Services Limited
	Anita Garg, Relationship with Borrower: Promoter, Title Deed No: 6435, date of reg: 03-OCT-13, E.M. of Immovable Property (Agricultural Land).			
7	Pari passu first charge with other consortium banks over Agri land in Sy no 18/11, 18/12 with Godown bearing	2.14 (Dist. Value	1.52 (Dist. Value – Rs.1.04 crore)	September,2016 of ITCOT Consultancy and Services Limited
8	document no. 14000 at Singhu Village measuring 2 Bighas, Singhu, Delhi-110036, Centre Category: Urban, Name of Owner / Lessor: Prem Chand Garg & Harnarain Aggarwal, Relationship with Borrower: Promoter, Title Deed No: 14000, date of reg: 03-OCT-13, E.M. of Immovable Property (Agricultural Land).	Rs.1.4 4 crore)		
8	Pari passu first charge with other consortium banks over Property bearing Khasra No 19/16 Village Singhu Delhi, 4 bighas (Document no 112291 & 112292), Singhu, Delhi-110036, Centre Category: Urban, Name of Owner / Lessor: Anita Garg, Relationship with Borrower: Promoter, Title Deed No: 112291 & 112292, date of reg: 12-MAY-12, E.M. of Immovable Property (Agricultural Land).	1.87 (Dist. Value - Rs.1.6 9 crore)	1.33 (Dist. Value – Rs.1.22 crore)	September,2016 of ITCOT Consultancy and Services Limited

0000, date of reg: 16-AUG- 2, E.M. of Immovable roperty(Agricultural Land).  ari passu first charge with ther consortium banks over gri property in Sy no 18/10 earing document No. 1816, tuated at Singhu village, elhi measuring 1 Bigha, 4 iswas., Singhu, Delhi- 10036, Centre Category: rban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 816, date of reg: 03-OCT- 3, E.M. of Immovable roperty(Agricultural Land).  ari passu first charge with ther consortium banks over	0.74 (Dist. Value – Rs.0.5 9 crore)	0.53 (Dist. Value – Rs.0.43 crore) 1.52 (Dist. Value –	September,2016 of ITCOT Consultancy and Services Limited  September,2016 of ITCOT
roperty(Agricultural Land). ari passu first charge with ther consortium banks over gri property in Sy no 18/10 earing document No. 1816, tuated at Singhu village, elhi measuring 1 Bigha, 4 iswas., Singhu, Delhi-10036, Centre Category: rban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 816, date of reg: 03-OCT-3, E.M. of Immovable roperty(Agricultural Land). ari passu first charge with ther consortium banks over	(Dist. Value – Rs.0.5 9 crore)	Value – Rs.0.43 crore)  1.52 (Dist. Value –	of ITCOT Consultancy and Services Limited  September,2016 of ITCOT
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ther consortium banks over gri property in Sy no 18/10 earing document No. 1816, tuated at Singhu village, elhi measuring 1 Bigha, 4 iswas., Singhu, Delhi-10036, Centre Category: rban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 816, date of reg: 03-OCT-3, E.M. of Immovable roperty(Agricultural Land). ari passu first charge with ther consortium banks over	(Dist. Value – Rs.0.5 9 crore)	Value – Rs.0.43 crore)  1.52 (Dist. Value –	of ITCOT Consultancy and Services Limited  September,2016 of ITCOT
ari passu first charge with ther consortium banks over	(Dist.	Value -	of ITCOT
ther consortium banks over	(Dist.	Value -	of ITCOT
	Value		Consultancy and
129 at Singhu Village neasuring 2 Bighas., Singhu, welhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 129, date of reg: 03-OCT-3, E.M. of Immovable roperty (Agricultural Land).	Rs.1.4 4 crore)		Services Limited
ther consortium banks over gri land in Sy no 18/12 with sodown bearing document no. 4001 at Singhu Village neasuring 2 Bighas, Singhu, selhi-110036, Centre Category Urban, Name of Owner / tessor: Prem Chand Garg & arnarain Aggarwal, selationship with Borrower:	2.14 (Dist. Value - Rs.1.4 4 crore)	1.52 (Dist. Value – Rs.1.04 crore)	September,2016 of ITCOT Consultancy and Services Limited
	odown bearing document no. 129 at Singhu Village leasuring 2 Bighas., Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 129, date of reg: 03-OCT-3, E.M. of Immovable roperty (Agricultural Land). ari passu first charge with ther consortium banks over gri land in Sy no 18/12 with odown bearing document no. 4001 at Singhu Village leasuring 2 Bighas, Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal,	odown bearing document no. 129 at Singhu Village leasuring 2 Bighas., Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 129, date of reg: 03-OCT-3, E.M. of Immovable roperty (Agricultural Land). ari passu first charge with the consortium banks over gri land in Sy no 18/12 with odown bearing document no. 4001 at Singhu Village leasuring 2 Bighas, Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 4001, date of reg: 03-OCT-3, E.M. of Immovable	at Singhu Village Rs.1.4 leasuring 2 Bighas., Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 129, date of reg: 03-OCT-3, E.M. of Immovable roperty (Agricultural Land).  ari passu first charge with ther consortium banks over gri land in Sy no 18/12 with odown bearing document no. 4001 at Singhu Village Rs.1.4 leasuring 2 Bighas, Singhu, elhi-110036, Centre Category Urban, Name of Owner / essor: Prem Chand Garg & arnarain Aggarwal, elationship with Borrower: romoter, Title Deed No: 4001, date of reg: 03-OCT-3, E.M. of Immovable

18	Pari passu first charge with	1.80	1.28 (Dist.	September,2016
	other consortium banks over Entire basement in property bearing No 669 at B-16, Bhagwan Dass Nagar, New Delhi measuring 3000 sq ft (Document no 14399), Village / Town /City: Bhagwan Das Nagar, District: Delhi, State: Delhi, Pin Code: 110026, Centre Category: Urban, Name of Owner / Lessor: Anita Garg, Relationship with Borrower: Promoter, Title Deed No: 14399, date of reg: 04-OCT-13, E.M. of Immovable Property (Residential Building).	(Dist. Value - Rs.1.4 4 crore)	Value – Rs.1.04 crore)	of ITCOT Consultancy and Services Limited
19	Pari passu first charge with other consortium banks over Industrial property situated at Plot No. 300, EPIP (Sec-53), Industrial Area Kundli, District: Sonepat, State: Haryana-131028, Centre Category: Urban, Name of Owner / Lessor: Shri Lal Mahal Ltd., Relationship with Borrower: Borrower, Title Deed No: 00000, date of reg: 03-DEC-12, Equitable Mortgage of Immovable Property (Factory Land & Buildings).	19.75 (Dist. Value - Rs.18. 21 crore)	14.05 (Dist. Value – Rs.13.14 crore)	September,2016 of ITCOT Consultancy and Services Limited
20	Pari passu first charge with other consortium banks over Residential House at A 8, Bhagwan Das Nagar, New Delhi (2 storeyed) measuring 356 square yards with document no. 4906, Bhagwan Das Nagar, Delhi, -110026, Centre Category Urban, Name of Owner / Lessor : Harnarain Aggarwal, Relationship with Borrower : Promoter, Title Deed No : 4906, date of reg : 03-OCT-13, E.M. of Immovable Property (Residential Building).	9.21 (Dist. Value – Rs.8.3 6 crore)	6.55 (Dist. Value – Rs.603 crore)	September,2016 of ITCOT Consultancy and Services Limited

# ii. Term Ioan (Wind Mill, Turneveli, Tamilnadu):

S.No.	Property Details	Real. Value	Our Share	Basis of Valuation
Primary	Security			
1.	First charge over Plant & machinery of Wind Mill Project situated Ayyanaruthu, Tiruneveli Distt., Tamilnadu owned by Sri lal Mahal Limited	(Distt. Value Rs.26.63	26.63	WDV as on ABS as on 31.03.2016
Collatera	al Security			
2.	First charge over EM of land measuring 14.32 acres of Wind Mill Project owned by Sri lal Mahal Limited	0.23 (Dist. Value Rs.0.20 crore)	0.20	WDV as on ABS as on 31.03.2016
	Total	31.56	26.83	