

ASSET RECOVERY MANAGEMENT BRANCH

10<sup>TH</sup> FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI – 110 001

[PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

Ref: ARMB:KKS:6:

Date: 30.01.2010.

M/s Shriram Rayons, (A Unit of DCM Shriram Industries Ltd.) Akash Deep, 5<sup>th</sup> Floor, 26A, Barakhamba Road, New Delhi - 110001.

Dear sir,

Reg: NPA a/c M/s Express Shipping & Carriers Ltd. – Certificate of Sale dt. 30.07.09 against sale of IP under SARFAESI Act, 2002.

With regard to the captioned subject and in continuation to our discussion in this regard, it is hereby informed that the original Flat-Buyer's Agreement dt. 24.02.1969 between M/s Ansal Properties & Industries Pvt. Ltd. and Shri D.C. Shah duly mutated in favour of M/s Express Shipping & Carriers Ltd. on 11/19.05.88 has been misplaced at our BO: Daryaganj, Delhi, in whose favour the charge was created. We have got the necessary FIR lodged through the concerned branch in the matter, the copy of which is enclosed for your needful.

The original Flat-Buyer's Agreement shall be delivered to you in original as and when the same is traced.

Thanking you,

Yours faithfully,

Chief Manager

(Authorized Officer)

Encl: (a/a)

#### FIRST INFORMATION REPORT

# In Respect of Non Cognizable Offence

(Under Section 155 Cr.P.C.):

P.S.: DARYA GANJ

District: CENTRAL DELHI

NCR No: 213/2010

Date: 22-01-2010

Act(s):

(i)

(ii)

(iii)

(iv)

Occurrence of Offence:

(a) Information received at P.S.:

Date: 22-01-2010

Time: 15:30 hrs

(b) General Diary Reference:

G.D No.: 55B

G.D Time: 15:30 hrs

(c) Occurance Date: 22-01-2010 14:00:00

Place: DARYA GANJ

Section(s):

Name & Residence of Complainant: DAYA SHANKAR SHARMA(R/o)CHIEF MANAGER P.N.B. DARYA **GANJ BRANCH** 

#### **NCR Contents:**

Complainant came to the Police Station and moved an application regarding lost of "original Flatbuyers agreement dated 24/02/69 of Flat no.-507, Akash Deep Building 26A, Barakhamba Road, New Delhi between M/s Ansal Properties and Industries (P) Ltd. and Sh D C Shah duly mutated in favour of M/s Express Shipping & Carriers Ltd. on 19/05/88" has been lost by the bank during the process the Flat buyer's agreement. Hence N.C.R lost of agreement lodged accordingly and a copy of the same handed over to the complainant. Registered by HC/DO.

Particulars of properties involved(Attach seperate sheet,if necessary):

Sr.: Property Type: **Property Description:** 

MISC

ORIGINAL FLAT-BUYERS AGREEMENT DATED 24/02/69 OF FLAT NO. 507.

DOCUMENTS

AKASH DEEP BUILDING 26A BARAKHAMBA ROAD NEW DELHI

6 . Name and Full address of witnesses:

2:

R.O.A.C .:

Signature / Thumb Impression of The Complainant/Informant:

Signature of Officer

Name: PRAHALAD RAM

Rank: HC

No.: 28900284

### पंजाब नैशनल बैंक punjabnational bank

ASSET RECOVERY MANAGEMENT BRANCH

10TH FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI - 110 001
[PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

Ref: ARMB:GSB:KKS:6:

Date: 30.07.2009.

M/s Shriram Rayons, (A Unit of DCM Shriram Industries Ltd.) Akash Deep, 5<sup>th</sup> Floor, 26A, Barakhamba Road, New Delhi - 110001.

Dear sir,

## Reg: NPA a/c M/s Express Shipping & Carriers Ltd. Sale of IP under SARFAESI Act, 2002.

This has reference to your latter dt. 30.07.2009 on the aforesaid context. We confirm of having received the total consideration of Rs.80 lacs (Rs.20 lacs vide cheque no. 546226 dt. 10.07.2009 & Rs.60 lacs vide Pay Order No.741184 dt. 30.07.2009 of SBBJ, Barakhamba Road, New Delhi) offered by you for purchase of Flat No.507, Akash Deep Building, Barakhamba Road, New Delhi – 110 001 from our Bank under SARFAESI Act, 2002 in the aforesaid NPA account.

The related Sale Certificate as laid down under the provisions of SARFAESI Act, 2002 is being enclosed for your perusal, record and needful.

A copy of letter addressed to the Builder, M/s Ansal Properties & Industries Pvt. Ltd., informing vacation of our charge and inclusion of your name as owner of the said flat as a result of purchase of the flat by you under the provisions of SARFAESI Act, 2002 is also being enclosed.

The satisfaction of bank's charge over the property sold to you under provisions of SARFAESI Act, 2002 would be got recorded with ROC shortly.

The original title deed of the property would be delivered to you as and when the same is made available to us by Hon'ble DRT/other source.

As a result of the final payment of the consideration amount, you have henceforth become the legal owner of the property and accordingly the possession of the property is being handed over to you.

Thanking you,

Yours faithfully,

Authorized Office Encl: (a/a) ASSET RECOVERY MANAGEMENT BRANCH

10<sup>TH</sup> FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI – 110 001
[PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

punjab national bank

Ref: ARMB:GSB:KKS:6:

Date: 30.07.2009.

M/s Ansal Properties & Industries Pvt. Ltd., 124, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi – 110001.

Dear sir.

Reg: NPA a/c M/s Express Shipping & Carriers Ltd.
Sale of IP under SARFAESI Act, 2002.

The property located at Flat No.507, Akash Deep Building, Barakhamba Road, New Delhi – 110 001 had been equitably mortgaged against the debt raised by M/s Express Shipping Carriers Ltd. and the charge in favour of Bank had been got recorded in your records on 24.05.1988.

As a result of default made by M/s Express Shipping Carriers Ltd. in repayment of bank's dues, Bank has sold the property under the provisions of SARFAESI Act, 2002 in the hands of M/s Shriram Rayons, A Unit of DCM Shriram Industries Ltd. on consideration of Rs.80 lacs (Rs. Eighty lacs only).

In view of above, you are requested to vacate the lien/charge marked in our favour in your records and simultaneously record the name of M/s Shriram Rayons, A Unit of DCM Shriram Industries Ltd. as owner of the said flat.

Thanking you,

Yours faithfully,

Authorized Officer when

### SALE CERTIFICATE (For Immovable property)

#### Whereas

The undersigned being the Authorized Officer of the Punjab National Bank (secured creditor) under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13 read with Rule 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of the Punjab National Bank in favour of M/s Shriram Rayons (A Unit of DCM Shriram Industries Ltd.) (purchaser), the immovable property shown in the schedule below secured in favour of the Punjab National Bank by M/s Express Shipping & Carriers Ltd. (the names of the borrowers) towards the financial facility of Cash Credit (Book Debt) limit of Rs.20 lacs, Term Loan limit of Rs.50.13 lacs, DPG limit of Rs.6.04 lacs & LG limit of Rs.5.60 lacs (description) offered by/availed from Punjab National Bank. The undersigned acknowledges the receipt of the sale price viz.,Rs.80,00,000/- (Rupees Eighty lacs only) in full and hands over the delivery and possession of the scheduled property.

The sale of the scheduled property was made free from all encumbrances known to the secured creditor listed below (list I) on deposit of the money demanded by the undersigned.

The sale of the scheduled property was made without freeing from encumbrances listed below (list II).

#### Description of immovable property

	e property consisting of Flat No.507, P Delhi In Survey No <del></del> _/City or Tow	
Khasra No district	 Within the registration sub-district	and and
Bounded:		

On the North by : Co

: Common Passage (Front)

On the South by

: Open Space (Rear)

On the East by

: Other's Flat

On the West by

: Other's Flat



Buhni

List I:

#### List of encumbrances Freed from

### **Encumbrances**

Deposit made/amount

adjusted

Liabilities of M/s Express Shipping & Carriers Ltd. 1.

Rs. Eighty lacs only

from PNB, BO: Daryaganj, Delhi

List II:

List of encumbrances not freed from, and subject to which sale made

1.

NIL

2.

Date: 30.07.2009

Officer

Place: New Delhi

Bank

(Name Designation)

National Punjab National

CIPA-R1.11 70

#### FIRST INFORMATION REPORT

# In Respect of Non Cognizable Offence (Under Section 155 Cr.P.C.):

P.S.: DARYA GANJ

District: CENTRAL DELHI

NCR No: 213/2010

Date: 22-01-2010

Act(s):

Section(s):

(i)

(ii)

(iii)

(iv)

Occurrence of Offence:

(a) Information received at P.S.:

Date: 22-01-2010

Time: 15:30 hrs

(b) General Diary Reference:

G.D No.: 55B

G.D Time: 15:30 hrs

(c) Occurance Date: 22-01-2010 14:00:00

Place: DARYA GANJ

Name & Residence of Complainant: DAYA SHANKAR SHARMA(R/o)CHIEF MANAGER P.N.B. DARYA GANJ BRANCH

#### 4 NCR Contents:

Complainant came to the Police Station and moved an application regarding lost of "original Flat-buyers agreement dated 24/02/69 of Flat no -507, Akash Deep Building 26A, Barakhamba Road, New Delhi between M/s Ansal Properties and Industries (P) Ltd. and Sh D C Shah duly mutated in favour of M/s Express Shipping & Carriers Ltd. on 19/05/88" has been lost by the bank during the process the Flat buyer's agreement. Hence N.C.R lost of agreement lodged accordingly and a copy of the same handed over to the complainant. Registered by HC/DO.

5. Particulars of properties involved(Attach seperate sheet,if necessary):

Sr.: Property Type:

**Property Description:** 

MISC

ORIGINAL FLAT-BUYERS AGREEMENT DATED 24/02/69 OF FLAT NO. 507,

DOCUMENTS

AKASH DEEP BUILDING 26A BARAKHAMBA ROAD NEW DELHI

6 . Name and Full address of witnesses:

1:

1

2:

7. R.O.A.C.:

Signature / Thumb Impression of The Complainant/Informant:

Signature of Officer

Name: PRAHALAD RAM

Rank: HC

No.: 28900284

By Courier



ASSET RECOVERY MANAGEMENT BRANCH 10<sup>TH</sup> FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI – 110 001 [PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

Ref: ARMB:KKS:6:

Date: 26.12.2009.

M/s Shriram Rayons, (A Unit of DCM Shriram Industries Ltd.) Akash Deep, 5<sup>th</sup> Floor, 26A, Barakhamba Road, New Delhi - 110001.

Dear sir,

Reg: NPA a/c M/s Express Shipping & Carriers Ltd. – Certificate of Sale dt. 30.07.09 against sale of IP under SARFAESI Act, 2002.

With regard to the captioned subject and in continuation to our discussion in this regard, it is hereby informed that the original Flat-Buyer's Agreement dt. 24.02.1969 between M/s Ansal Properties & Industries Pvt. Ltd. and Shri D.C. Shah duly mutated in favour of M/s Express Shipping & Carriers Ltd. on 11/19.05.88 is not available with us at present and the same shall be delivered to you in original as and when available.

Thanking you,

Yours faithfully,

Chief Manager/ (Authorized Officer)

ਧੰਤੀਕ ਰੈਂਡੀਗਟੀ ਕੈਂਨ punjob notional bank ASSET RECOVERY MANAGEMENT BRANCH 10<sup>TH</sup> FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI - 110 001 [PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

Ref: ARMB:KKS:6:

Date: 30.10.2009.

M/s Shriram Rayons, (A Unit of DCM Shriram Industries Ltd.) Akash Deep, 5<sup>th</sup> Floor, 26A, Barakhamba Road, New Delhi - 110001.

Dear sir.

Reg: NPA a/c M/s Express Shipping & Carriers Ltd. Sale of IP under SARFAESI Act, 2002.

This has reference to your letter dt. 12.10.2009 on the aforesaid context. As per the discussions held with you over phone, we would like to inform that bank's counsel has filed application before DRT for inspection of records to locate the original Flat Buyer's Agreement. The inspection has been fixed on 05.11.09. As soon as the same is located, all efforts would be made to provide you the original document at the earliest possible.

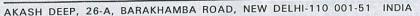
So far recording of satisfaction of charge with ROC in respect of charged property is concerned, necessary steps are being taken.

Thanking you,

Yours faithfully,

Senior Manager

### SHRIRAM RAYONS





October 12, 2009

The Asstt. General Manager,
Punjab National Bank,
Asset Recovery Management Branch,
10<sup>th</sup> Floor, Atma Ram House,
1-Tolstoy Marg,
New Delhi – 110 001.

Dear Sir,

Reg: NPA a/c M/s Express Shipping & Carriers Ltd. Sale of IP under SARFAESI Act, 2002.

This has reference to your letter No.ARMB:GSB:KKS:6 dated 30.7.09 and subsequent letter No.ARMB:KKS:6 dated 9.9.09,later one addressed to Sh. Subhash C. Jain, Advocate in respect of Flat No.507, Akashdeep Building, 5<sup>th</sup> Floor, 26A Barakhamba Road, New Delhi. The Company has purchased the property from you under SARFAESI Act for a consideration of Rs.80 lacs, in respect of which the Sale Certificate has been provided by you. As already intimated, on our approaching the Builders for transfer of the Flat in our name, the Builders have desired original Flat Buyer's Agreement. As requested earlier also, we request that the original Flat Buyer's Agreement may please be got arranged at the earliest, so as to enable us to have the flat transferred in our name.

We also request that we should be supplied with a copy of the return filed with Registrar of Companies for satisfaction of bank charge created in respect of the property.

An early action in the matter may please be taken.

Thanking you,

Yours faithfully,

K.N. RAO

(Chief Operating Officer)

Configuration of the state of t



ASSET RECOVERY MANAGEMENT BRANCH 10<sup>TH</sup> FLOOR, ATMA RAM HOUSE, 1-TOLSTOY MARG, NEW DELHI - 110 001 [PHONE NO.23326374, 23711567, 23325325 FAX 23319282, 23357996]

Ref: ARMB:KKS:6:

Dear sir,

Date: 09.09.2009.

Shri Subhash C. Jain, Advocate, B-310, Manav Apartments, Plot No.3, Sector-9, Rohni, Delhi - 110085.

Reg: OA- 840/95 in DRT-II, Delhi : a/c M/s Express Shipping & Carriers Ltd.

Withdrawal of Flat Buyer's Agreement fileded with DRT.

This has reference to the detailed discussions made with your junior, Shri Anuj Jain in connection with the aforesaid matter.

The original Flat Buyer's Agreement in respect of property charged to Bank and bearing Flat No.507, Akashdeep Building, Barakhamba Road, New Delhi had been filed before the Tribunal at the time of filing of original documents.

The property was sold under SARFAESI for a consideration amount of Rs.80 lacs to M/s Shriram Rayons (A Unit of DCM Shriram Industries Ltd.) on 30.07.09. Though Sale Certificate as per the provisions of SARFAESI Act, 2002 had been issued to the purchaser of property, the purchaser is insisting for delivery of the original Flat Buyer's Agreement.

We had taken up the matter with Sh. Manish Miglani, Advocate, who was previously dealing with this matter but unfortunately he took leave from the case and the job assigned to him could not be accomplished. You are requested to take up the matter on priority and withdraw the original Flat Buyer's Agreement of the said property from Tribunal, enabling us to deliver the same to the purchaser of property for their satisfaction.

An early action in the matter would be highly appreciated.

Thanking you,

Yours faithfully,

Sd/-Senior Manage

Senior Manager

Copy to: M/s Shriram Rayons (A Unit of DCM Shriram Industries Ltd.), Flat No.507, Akashdeep Building, 5<sup>th</sup> Floor, 26 A - Barakhamba Road, New Delhi for information please.

Senior Manager