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BHATNAGAR & ASSOCIATES

Advocates & Solicitors

Chamber: (Delhi) Patiala House Court,
Central Hall, DelhiManoj Kumar Bhatnagar
Advocate

(Ghaziabad) -131, Main gate, Old Court, Gzb.

Ref:-IB-MR-Kol /LSR- M/s Senco Gold Ltd.

Dated: 18.11.2022

Non Encumbrance Certificate

To

The BM/Chief Manager,
Indian Bank, Missionrow Branch, Kolkata.

SUB:-EC-i.r.o. Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi- owner M/s Senco Gold Ltd.

Sir,

1-As instructed, we searched the aforesaid property in the office of Sub Registrar-V, Delhi, vide Receipt No. 197,975 dated 18.11.2022 for the period 2010-2022 (13 Years). The search in Index-I, reveals:-

a- That captioned property is duly owned by M/s Senco Gold Ltd. through its Managing Director Sh. Sanker Sen S/o Late P.C. Sen vide:-

Sale Deed No. 3287, Book No.-I, Vol. No. 10965, pages 183-200, dated 23.02.2011 executed by Smt. Puneeta Dawar (i.n.o. M/s Senco Gold Ltd.).

b- And also e-search was done for S.R. VII & V(1), Delhi; there is no transaction in Index during search period regarding the captioned property.

2-Also, We did not find any encumbrance (mortgage, Lien, pledge etc.) noted over the said property in the record of Sub Registrar office. All Title deeds and chain documents has been taken by Indian Bank, Missionrow Branch, Kolkata.

ENCUMBRANCE CERTIFICATE IS SUBMITTED ACCORDINGLY.

MANOJ KUMAR BHATNAGAR
(Advocate)





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Central Hall, Delhi
(Ghaziabad) -131, Main gate, Old Court, Gzb.
Ref:-IB-MR-Kol/LSR- M/s Senco Gold Ltd.

Manoj Kumar Bhatnagar
Advocate

Dated: 18.11.2022

GENUINENESS CERTIFICATE

To
The BM/Chief Manager,
Indian Bank,
Missionrow Branch, Kolkata.

SUB:-GC-i.r.o. Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagare-II, New Delhi-owner M/s Senco Gold Ltd.

Sir,

- 1- As instructed, we verified the obtained Certified copies of the said property of last 13 years as under detailed:-
 - a- Sale Deed No. 3287, dated 23.02.2011, Book No.-I, Vol. No. 10965, pages 183-200, executed by Smt. Puneeta Dawar (i.n.o. M/s Senco Gold Ltd.).
 - b- Conveyance Deed No. 2938, dated 18.04.1996, Book No.-I, Vol-685, pages 55-56, executed by President of India (i.n.o. Smt. Puneeta Dawar)
- 2- That the Original Title Deeds has been duly tallied with its certified copies and the same found genuine and not fake and are fully enforceable in the Court of Law.

The Genuineness Certificate, is submitted accordingly.

MANOJ KUMAR BHATNAGAR
(Advocate)





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Advocates & Solicitors

Chamber: (Delhi) Patiala House Court,
Central Hall, Delhi
(Ghaziabad) -131, Main gate, Old Court, Gzb.
Ref: IB-MR-Kol/LSR-M/s Senco Gold Ltd.

Manoj Kumar Bhatnagar
Advocate

Dated: 18.11.2022

Title Search & Legal Scrutiny Report

To
The BM/Chief Manager,
Indian Bank,
Missionrow Branch, Kolkata.

Sub:- Title Search & Legal Scrutiny Report i.r.o. Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi-owner M/s Senco Gold Ltd. through its Managing Director Sh. Sanker Sen S/o Late P.C. Sen, vide SALE DEED No. 3287, dated 23.02.2011.

Ref: Your Letter/ Mail dated 15.11.2022.

Dear Sir,

As per your instructions, I **Manoj Kumar Bhatnagar Advocate** have conducted the Legal Scrutiny of the aforesaid property and investigated the Title of M/S SENCO GOLD LTD. through its Managing Director-Sh. Sanker Sen S/o Late P.C. Sen over its immovable property as mentioned in the Schedule I & II and conducted a detailed investigation of Title since inception and also conducted the Search of available records (Search Fee Receipt No. 197,975 dated 18.11.2022 of the Index I, from 2009-2022 (14 years) Sub Registrar's Office-V, Delhi & e-search at S.R. VII & V(1), Delhi Khasra Trace Record for last ...N/A....years from...N/A....with Revenue Departments to till date and submit my/ our report as under.

Schedule-I (Land Owners Details)

S.No	Particulars	Views/ Comments/Opinion of the advocate
1	Name & Address of the Land Owner (Present Owner of the Immoveable property)	M/s Senco Gold Ltd. through its Managing Director:- Sh. Sanker Sen S/o Late P.C. Sen Registered & Corporate office:-



		"Diamond Prestige" 41-A, AJC Bose Road, 10 th Floor Kolkata-700017.
2	Details & Address of the Mortgagor	M/s Senco Gold Ltd. through its Managing Director:- Sh. Suvankar Sen <u>Registered & Corporate office:-</u> "Diamond Prestige" 41-A, AJC Bose Road, 10 th Floor Kolkata-700017.
3	Details of Sub Registrar's Office where the property is registered with along with details of registration & area of land registered under the document	1) Sub Registrar-V & VII Delhi. 2) Sale Deed No. 3287, dated 23.02.2011. 3) area measuring 100 sq. yds (83.61 sq.mtrs),

Schedule -(II)

(Details of Immovable property & Possession Status thereof)

S, No.	Particulars	Views/ Comments/Opinion of the advocate
1	Plot No./Land Revenue Survey Nos. Kh. No. with its area covered under Title Deed	Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi
2	Details address of aforesaid Land/Plot (Village, Patwari Halka No., Khasra No., Block, Municipal Ward No. Tehsil, District, State, Pin Code)	Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi
3	Area of Land/Building proposed to be mortgaged	area measuring 100 sq. yds (83.61 sq.mtrs),
4	Boundaries	East- Common Municipal Road West- Service Lane North- II/A-91 B, Lajpat Nagar South- II/A-92 B, Lajpat Nagar
5	Nature/Type of Land/ Plot	Freehold (Residential)
6	Nature of ownership of the Land Owner: Freehold Lease hold	Freehold.



Song

	Sub Lessee License Undivided Share/Interest (with % of share interest) Trust Property Title only by possession Any other Type(Please mention the nature thereof)	
7	Who is in possession of the Property? (If possessed by the mortgagor, state whether the Mortgagor is in unhindered possession of the property and if so, the Period for which he is in)	M/s Senco Gold Ltd. is in possession since dtd. 12.06.2019 (more than 3 years).
8	If possessed by the Tenant, please specify period of Tenancy & Document to be taken from the Tenant with a view take back possession from Tenant in case of default by the borrower.	N/A.
9	Whether SARFAESI Act is applicable on the property/land.	Yes, SARFAESI Act is fully applicable on the captioned property.

Description of Documents Scrutinized & Verified: -

I/We have examined & Verified the Documents as mentioned in the Schedule III attached herewith.

Schedule-(III)

Sl. No	Date of Document	Name of Document	Registration Reference No.of Document with date	Original/ Cert/True Photostat
1	25.03.1968	Transfer Letter	Dated:- 25.03.1968; By:- Govt. of India i.f.o:- Sh. Matwala Ram i.r.o:-Property Bearing No. A-II/92-A, area measuring 100 sq.yds., Lajpat Nagar, New Delhi.	Original
2	30.03.1968	Lease Deed	No. 2093, Book No.-I, Vol-1945, pages 102-104, dated 30.03.1968, S.R. Delhi. By:- POI i.f.o:- Sh. Matwala Ram i.r.o:- Aforesaid property.	Original
3	30.03.1968	Deed of Conveyance of building constructed on Leasehold sites	No. 2092, Book No.-I, Vol-1945, pages 99-101, dated 30.03.1968, S.R. Delhi. By:- POI i.f.o:- Sh. Matwala Ram i.r.o:- Aforesaid property.	Original



4	28.12.1972	Relinquishment Deed	No. 8006, Book No.-I, Vol-3041, pages 106-107, dated 28.12.1972, S.R. Delhi. By:- 1) Smt. Jawala Devi W/o Sh. Matwala Ram Malik 2) Smt. Savitri Devi D/o Sh. Matwala Ram Malik 3) Raj Kumari D/o Sh. Matwala Ram Malik i.f.o.- Sh. N.N. Malik S/o Sh. Matwala Ram Malik i.r.o.- Aforesaid property.	Certified Copy
5	20.06.1973	Transfer Memorandum	No. L&DO PS II/5020, dated 20.06.1973 By:- L&DO i.f.o.- Sh. N.N. Malik S/o Sh. Matwala Ram Malik i.r.o.- Aforesaid property.	Original
6	02.05.1994	Agreement to Sale	No. 3025, Book No.-I, Vol-8256, pages 243-247, dated 02.05.1994, S.R. Delhi. By:- Sh. N.N. Malik S/o Sh. Matwala Ram Malik i.f.o.- Smt. Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original
7	02.05.1994	GPA	No. 2478, Book No.-IV, Vol- 2114, pages 158-163, dated 02.05.1994, S.R. Delhi. By:- Sh. N.N. Malik S/o Sh. Matwala Ram Malik i.f.o.- Sh. Navneet Dawar S/o Sant Ram Dawar i.r.o.- Aforesaid property.	Original
8	02.05.1994	Will	No. 2143, Book No.-III, Vol No. 788, pages 183-184, dated 02.05.1994, S.R. Delhi By:- Sh. N.N. Malik S/o Sh. Matwala Ram Malik i.f.o.- Smt. Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original
9	12.01.1995	SANCTION PLAN	469/B/94 dated 12.01.1995 i.r.o.- (GF, FF, Barsati floor) A-II/92-A, Lajpat Nagar, New Delhi.	Photocopy
10	18.04.1996	Conveyance Deed	No. 2938, Book No.-I, Vol-685, pages 55-56, dated 18.04.1996, S.R. Delhi. By:- POI i.f.o.- Smt. Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original & Certified copy
11	23.02.2011	Sale Deed	No. 3287, Book No.-I, Vol. No. 10965, pages	Original &



			183-200, dated 23.02.2011, S.R. Delhi. By:- Smt. Puneeta Dawar W/o Navneet Dawar i.f.o.:- M/s Senco Gold Ltd. through its Managing Director Sh. Sankar Sen i.r.o.:- Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi.	Certified Copy
12	22.08.2022	Latest Property Tax	Dated 22.08.2022 i.f.o.:- M/s Senco Gold Ltd. i.r.o.:- A-II/92-A, Lajpat Nagar-II, New Delhi.	Original
13	27.10.2022	Latest Electric Bill	Dated 27.10.2022 i.f.o.:- M/s Senco Gold Ltd. i.r.o.:- A-II/92-A, Lajpat Nagar-II, New Delhi.	Original
14	21.09.2022	Board Resolution	Dated 21.09.2022 Auth. :- 1) Suvankar Sen (M.D) 2) Joita Sen (Director/CEO) For:- executing bank documentation etc. in respect of various property of M/s Senco Gold Ltd.	Photocopy
15	16.08.1994	Memorandum of Association (MoA)	Dated 16.08.1994 of:- M/s Senco Gold Ltd.	Certified Copy
16	16.08.1994	Articles of Association	Dated 16.08.1994 of:- M/s Senco Gold Ltd.	Certified Copy

1. Brief History of the property and how the owner/mortgagor has derived the title (If possible please provide a Flow Chart also):-

(Brief History of the properties and how the Present owner has derived the title. Is the Chain of Title for the Last 13 years complete? If, so, please mention the name of the Vendor who was in possession of the land 13 years back and also the names of the subsequent persons in narrative form. If Original documents corresponding to 13 years is /are not available, then certified copies of documents of title are to be obtained so as to cover a minimum period of 30 years. (If space is found insufficient, please furnish information in an additional sheet).

Whereas on the perusal of the documents produced it is revealed that: -

- 1) Whereas by a LEASE DEED dated 22.03.1968 between the PRESIDENT OF INDIA (POI) and SH. MATWALA RAM, the POI granted lease for a period of 99 years in respect of "Land admeasuring 100 sq. yds. and known as A-II/92-A, Lajpat Nagar, New Delhi" in favor of said



SH. MATWALA RAM and the said lease was registered in Sub Registrar-III, New Delhi being No. 2093, Book No.-I, Vol-1945, pages 102-104, dated 30.03.1968.

2) Whereas by a DEED OF CONVEYANCE of Building Constructed on leasehold sites sold otherwise than on publication dated 22.03.1968, between the POI and SH. MATWALA RAM, the POI sold the said property to the said SH. MATWALA RAM and the said Deed was registered in the office of Sub Registrar-III, New Delhi being No. 2092, Book No.-I, Vol-1945, pages 99-101, dated 30.03.1968.

3) Whereas, Sh. Matwala Ram died on 01.10.1972 leaving behind following legal heirs:-

- i. Smt. Jawala Devi W/o Late Matwala Ram
- ii. Smt. Savitri Devi D/o Late Matwala Ram
- iii. Ms. Raj Kumari D/o Late Matwala Ram
- iv. Sh. Inder L. Malik S/o Late Matwala Ram
- v. Sh. N. N. Malik S/o Late Matwala Ram
- vi. Sh. R. N. Malik S/o Late Matwala Ram

4) Whereas, SH. INDER L. MALIK S/o Late Matwala Ram executed a RELINQUISHMENT DEED dated 21.12.1972 in favor of SH. N.N. MALIK S/o Late Matwala Ram vide registration No. 7961, Addl. Book No. I, Volume No. 3039, on page 169, on dated 23.12.1972 in respect of aforesaid property.

5) Whereas 1) SMT. JAWALA DEVI W/o Late Matwala Ram Malik, 2) SMT. SAVITRI DEVI D/o Late Matwala Ram Malik and 3) MS. RAJ KUMARI D/o Late Matwala Ram Malik executed a RELINQUISHMENT DEED in favor of SH. N.N. MALIK S/o Late Matwala Ram vide registration No. 8006, Book No.-I, Vol-3041, pages 106-107, dated 28.12.1972 in respect of aforesaid property.

6) Whereas, SH. R.N. MALIK S/o Late Matwala Ram Malik executed a RELINQUISHMENT DEED in favor of SH. N.N. MALIK S/o Late Matwala Ram vide registration No. 3281, Book No.-I, Vol-3144, pages 5, dated 18.03.1973 in respect of aforesaid property.



7) Whereas, Govt. of India, Ministry of Works and Housing, Land and Development Office, Nirman Vihar, New Delhi, issued a MEMORENDUM No. L&DO PS II/5020, dated 20.06.1973 in favor of SH. N.N. MALIK S/o Late Matwala Ram in respect of aforesaid property.

Whereas, SH. N.N. MALIK S/o Late Matwala Ram sole-owner of the said property; sold the said property at Sub Registrar, Delhi by executing :-

- a- AGREEMENT TO SALE in favor of SMT. PUNEETA DAWAR W/o Navneet Dawar vide registration No. 3025, Book No.-I, Vol-8256, pages 243-247, dated 02.05.1994.
- b- GPA in favor of SH. NAVNEET DAWAR vide registration No. 2478, Book No.-IV, Vol. No.- 2114, pages 158-163, dated 02.05.1994.
- c- WILL in favor of SMT. PUNEETA DAWAR W/o Navneet Dawar vide registration No. 2143, Book No.-III, Vol No. 788, pages 183-184, dated 02.05.1994.

8) Whereas Sanction Plan No. 469/B/94; dated 12.01.1995 by MCD, Delhi was duly sanctioned for construction in respect of (GF, FF, Barsati floor) at Property No. A-II/92-A, Lajpat Nagar, New Delhi.

9) Whereas, POI executed a CONVEYANCE DEED in favor of SMT. PUNEETA DAWAR W/o Navneet Dawar vide registration No. 2938, Book No.-I, Vol-685, pages 55-56, dated 18.04.1996, Sub Registrar, Delhi in respect of aforesaid property.

10) Whereas, SMT. PUNEETA DAWAR W/o Navneet Dawar executed a SALE DEED in favor of M/S SENCO GOLD LTD. through its Managing Director SH. SANKAR SEN vide registration No. 3287, dated 23.02.2011; Book No.-I, Vol. No. 10965, pages 183-200, Sub Registrar-V, Delhi in respect of 'Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar, Phase-II, New Delhi'.

11) That M/S SENCO GOLD LTD., is owner of the said property by virtue of SALE DEED No. 3287, dated 23.02.2011. Company's Board Resolution dated 21.09.2022 has been duly submitted, authorizing 1) SUVANKAR SEN (M.D) & 2) JOITA SEN (DIRECTOR/CEO) for executing bank documentation etc. in respect of various property of M/s Senco Gold Ltd. Also Memorandum of Association (MoA) & Articles of Association (AoA) dated 16.08.1994 has



been duly taken by Indian Bank. EM of the captioned property is fully possible in favor of Indian Bank by deposit of Original Title Deed in name of M/s Senco Gold Ltd. alongwith title chain documents. Relinquishment Deed No. 7961 dated 21.12.1972, Relinquishment Deed No. 3281, dated 18.03.1973 in favor of SH. N.N. MALIK S/o Late Matwala Ram are not shown to us; if these are not available then certified copy shall be taken, otherwise there is no defect in the title.

2. Details of Searches and Investigation and findings:-

After scrutiny of the documents as mentioned in the Schedule-III and searches of various records, viz, Revenue records and records available in the concern Sub Registrar's Office, findings are given below:-

S.No.	Particulars	Views/ Comments/ Opinion of the advocate
1	How the present Land Owner acquired Title over the Property? Whether by Purchase/Gift/Partition/Release/ Will/inheritance/ Allotment etc.	Present owner-M/s Senco Gold Ltd. acquired title vide registered SALE DEED No. 3287, dated 23.02.2011.
1.1	If the property has been transferred by way of Gift/Settlement Deed, Whether:- The Gift/Settlement Deed is duly stamped and registered;	N/A.
1.2	The Gift/Settlement Deed has been attested by two witnesses;	N/A.
1.3	The Gift/Settlement Deed transfers the property to Donee;	N/A.
1.4	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions;	N/A.
1.5	Whether there is any restriction on the Donor in executing the Gift/Settlement Deed in question;	N/A.
1.6	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage	N/A.
1.7	Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	N/A.
1.8	What is the nature of Title of the Present Owner, i.e. Tenancy Rights, Full ownership, Occupancy rights, Possessory rights, Minor's rights or any other type of right, clarify;	Full ownership rights.
2	If property is Lease Hold, then Tenure/un-expired period of Lease	N/A.
2.1	Name of the Lessor & Lessee	N/A.
2.2	Whether Lease Deed is registered Lease Deed, as required under State Law/Law?	N/A.



Advocate

2.3	Whether Terms and conditions given in Lease Deed, complied with & Lease is valid and subsisting?	N/A.
2.4	Whether Permission is/has been obtained by the Lessee for mortgage?(Please mention the details of permission) whether the same is required as per Lease? Effects of Not obtaining?	N/A.
2.5	Any other detrimental Clause in the Lease Deed?	
2.6	Whether Bank can enforce the Mortgage against	
3	If owner is Company, Partnership Firm, Trust, Temple, Wakf or other Legal Person, how Title is affected by its Memorandum and Articles of Association, Partnership Deed or Rules of Bye laws and what are the precautions to be taken under Rules or Bye Laws?	<p>1- Title of the captioned property is in name of M/s Senco Gold Ltd. (Limited company by shares) in the name of Sri S.N.SEN.</p> <p>2- Sri S.N. Sen S/o Sri P.C. Sen & Smt. Ranjana Sen W/o Sri S.N. Sen are subscribers in MoA; having 500-500 share each.</p> <p>3- Memorandum of Association (MoA) & Articles of Association (AoA) dated 16.08.1994 has also been duly taken by Indian Bank.</p>
3.1	Whether any resolution for creation of mortgage is necessary? If so, whether it was taken. Give details.	<p>Yes,</p> <p>a- Company's Board Resolution dated 21.09.2022 has been duly taken, authorizing 1) SUVANKAR SEN (M.D) & 2) JOITA SEN (DIRECTOR/CEO) for executing bank documentation etc. in respect of various property of M/s Senco Gold Ltd.</p> <p>b- Also Memorandum of Association (MoA) & Articles of Association (AoA) dated 16.08.1994 has also been duly taken by Indian Bank.</p>
3.2	Details of ROC Search with respect to Charge on company's land.	Charge of Indian Bank over the said property to be created at ROC.
4	<p>In case Ownership devolve through Partition Deed,</p> <p>i. whether the same is registered under the Law for time being in force and original thereof if available for deposit</p> <p>ii. in case original is not available and the partition deed is made in more than one copy at the time of registration duly signed by all the executants, whether</p> <p>a) to get an affidavit/declaration from the holder of the original partition deed confirming the availability with him and the original not deposited with anybody as security over the share of the prospective mortgagor</p> <p>b) the shareholder or predecessor in title have been permitted to treat their copy of</p>	N/A.



	the partition deed as original for their share	
5	<p>If property to be mortgaged is a Flat/Apartment in residential or commercial complex, how far independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat owner(mortgagor)?</p> <ul style="list-style-type: none"> • What are the documents available for creation mortgage? • What are the documents/ records to be taken from Builders/Owners/their Bankers ? 	<p>Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61 sq. mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar, Phase-II, New Delhi.</p> <ul style="list-style-type: none"> • As per list given in Conclusion & Opinion-point No. 1. • As per list given in Conclusion & Opinion-point No. 1.
6	In case of inherited property , whether the family genealogy ascertained, and flow of title considered in the light of such genealogy bearing in mind the provisions of succession laws applicable to the parties. The genealogy must be sworn to by means of an affidavit by the party/parties	N/A.
7	<p>Whether Property belongs to HUF?</p> <p>If Yes, whether major co-parceners have no objections/join in execution, minor's share if any, rights of female members etc. & effect thereof on the mortgage</p>	N/A.
8	In case of devolution of property by a will , whether the will has been probated or letter of administration is obtained?	N/A.
9	<p>In case of Purchase Through Sale Deed:-</p> <p>Whether the Seller is/was competent to Sell?</p>	<p>The property was acquired by M/s Senco Gold Ltd. vide registered Sale Deed No. 3287, dated 23.02.2011.</p> <p>The Transferor- Smt. Puneeta Dawar was fully competent to Sale the captioned Property; being owner of entire property vide conveyance Deed No. 2938, dated 18.04.1996 in her name.</p>
9.1	How the Seller acquired the Property?	The Transferor-Smt. Puneeta Dawar acquired title of the captioned property vide conveyance Deed No. 2938, dated 18.04.1996 executed by POI.
9.2	Whether all the previous deeds & link document till In the name of Present land owner is available? If not available, then what is the effect and what is required to be done to make the title perfect?	Yes.
9.3	Please specify. Whether Seller has transferred clear, legal, marketable & free from all encumbrances "Title" in favor of Present Land	Yes, The Seller has transferred clear, legal, marketable & free from all encumbrances "Title" in favor of



	Owner?	Present Land Owner.
10	<p>In case of Transferor is POA Holder, whether</p> <ul style="list-style-type: none"> Whether the validity & genuineness of the POA and extent of Powers verified. Whether the POA is properly executed/stamped/authenticated/ enforceable as per the Law of the Place. Whether, it authorizes the Agent, to deposit the title deeds for creation of mortgage over the properties of the principal for the loan to be given to the prospective borrower. Whether Power of Attorney empowers the PA holder to borrow on behalf of the principal 	N/A.
11	<p>If the property is acquired from Govt./Local Authorities, whether the conveyance deeds are verified with the Government records as to its genuineness and whether executed by competent authority?</p>	<p>1- Yes, the said property was acquired from DDA- Govt. authority.</p> <p>2- Conveyance Deed was executed by President of India (DDA) in favor of Smt. Puneeta Dawar being No. 2938, dated 18.04.1996.</p> <p>Above Conveyance Deed has been verified by obtaining certified copy and tallying with its original the same was found to be genuine.</p>
12	<p>Mention Minor's interest, is involved in the property? If yes, Precautions/Permission to be taken to make mortgage perfect/Date of Court Permission for mortgage, if Permission is already taken (Please provide the certified copy of the order also)</p>	N/A.
13	<p>Whether search is made in the registers and the records maintained in the office of Collector and/ or Revenue authorities / Municipal Corporation/Town and Planning Dept. and the Civil Court (whichever is applicable) to ensure</p> <p>a. Necessary consent of Civic Body or authority to transfer the property was obtained.</p> <p>b. No litigation in respect of the property to be mortgaged is pending before any Forum.</p> <p>c. Identity of the property has been established and there are no</p>	<p>Sub- Registrar-V & VII, Delhi.</p> <p>a. Yes.</p> <p>b. No Litigation occurred, However, an affidavit cum indemnity bond has to be taken from the mortgager/owners in this regard.</p> <p>c. It is properly located and demarcated.</p>



	<p>circumstances which would create doubts or suspicions, e.g., any material document is alleged to be lost or any document bears any marks or endorsement indicative of having been earlier tendered in evidence in a Court or produced as surety.</p> <p>d. Whether any Revenue Authority/ Statutory dues attachment/ Court attachment is reflected.</p> <p>e. Whether certified copy of the title deeds and parent document tracking back to at least last 13 years from the title document are obtained from the Sub-Registrar's office by the panel advocate and compared with the original one submitted by the borrower for the LSR for its correctness,</p> <p>f. Whether No Objection Certificate and other documents issued by Builder or other organizations/department/institution are carefully examined for their genuineness.</p>	<p>i) Relinquishment Deed No. 8006 dated 28.12.1972 (i.f.o. N.N. MALIK) has been deposited in Certified copy.</p> <p>ii) Relinquishment Deed No. 7961 dated 23.12.1972 (i.f.o. N.N. MALIK) has to be taken.</p> <p>iii) Relinquishment Deed No. 3281 dated 18.03.1973 (i.f.o. N.N. MALIK) has to be taken.</p> <p>iii) Latest Sanction Plan for (BASEMENT, GF, FF, SF) has to be taken.</p> <p>d. No, As per documents produced attachment etc. does not reveal. However, an affidavit cum indemnity bond has to be taken from the mortgager/owner in this regard.</p> <p>e. Yes:-Certified copies obtained as mentioned below:-</p> <p>a- <u>Sale Deed No. 3287, dtd 23.02.2011, (i.n.o. M/s Senco Gold Ltd.).</u></p> <p>b- <u>Conveyance Deed No. 2938, dated 18.04.1996, (i.n.o. Puneeta Dawar)</u></p> <p>f. N/A.</p>
14	<p>Period up to which you have verified all the current & previous deeds, chain documents, revenue records, Khasra, Nakal/ Khatoni & Rin-Pushika (at least 13 years in case of all Original title chain is available) or 30 years in case of any previous owners?</p> <p>Whether same is found correct and title from person to person have been legally transferred till present owners?</p>	<p>We have verified the chain documents from 1968 to 2022.</p> <p>All deeds, found correct and title from person to person have been legally transferred till present owner.</p>



15	Whether you have verified the contents of the Title deeds? Whether any defect is found in the same?	Yes, there is no defect found in the deed's contents.
15.1	Whether the chain of title deeds is original, complete and genuine?	Yes, the chain of title deeds is original, complete and genuine.
15.2	Whether title deed contains any restrictive clause in respect of the free transfer. In case of property purchased by mortgager is portion of larger extent of property, whether availability of original parent documents confirmed.	No. Entire Building.
15.3	Whether property is demarcated and site plan is available, can it be identified from the Schedule of the Title Documents? Pl. Specify.	Yes, i) Properly demarcated via Layout plan of Lajpat Nagar colony approved by DDA. ii) Site Plan No. is available.
16	Whether any acquisition proceedings are in progress in the area or proposed to initiate. Whether the same will affect the mortgage or transfer of title of units in favor of prospective buyers.	N/A.
17	Whether property is mutated in the name of present Land owners/Transferor & If yes, where? (Pl. Specify below)	Mutation Letter is not available in favor of present owner which can be sought even after loan disbursal.
17.1	With revenue authority/ Municipal Corporation / DA/MPHB/ Nazul (Mention the name of the document by which it is ascertain)	MCD, Delhi.
17.2	If non-mutated, effect of non-mutation.	Mutation doesn't provide Title to any property. However, Mutation Letter can be sought from present owner even after loan disbursal.
18	Have the provisions of the Indian Registration Act and the Indian Stamps Act been complied within the transactions?	Yes.
19	Whether ownership in the name of present land owner is legal, clear, marketable and free fro, all encumbrances?	Yes.
20	Whether up to dated diversion Rent/Tax, Property Tax, lease rent and other govt. Taxes are paid? If paid, whether up to dated tax receipts have been verified?	Yes, Up to date Property Tax Receipt Dated 22.08.2022 in favor of M/s Senco Gold Ltd has been verified which is in order.
21	If the property is a superstructure, like Building, house Flat,	It is a Four Storey (Basement-Floor, Ground-Floor, First-Floor Second Floor) Residential Property Bearing No. A-II/92-A, ar measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth ar



	Factory, Shed etc.	334.44 sq. mtrs., Lajpat Nagar-II, New Delhi.
	a) Whether it is located/proposed to be located in an approved Lay-out?	Yes.
	b) Whether the building is constructed/ proposed to be constructed as per the plan approved by the competent authorities (Corporation, Municipal Council, Cantonment Board etc.)	Yes, i) Properly demarcated via Layout plan of Lajpat Nagar. ii) Site Plan No. 469/B/94 dated 12.01.1995 i.r.o. (GF, FF, Barsati floor) A-II/92-A, Lajpat Nagar, New Delhi is available.
	j) whether the plan is approved subject to any condition if so what are the conditions and whether the conditions have been complied with	Refer to EVR.
	k) Whether superstructure is assessed to Tax (in case of ready built superstructure)	Yes, Up to date Property Tax Receipt Dated 22.08.2022 in favor of M/s Senco Gold Ltd has been verified which is in order
	e) Whether clearance/license/permit has to be obtained from authorities constituted under Special Acts like Environment Protection Act 1986, The Air Crafts Act 1934 etc. and if so whether the same has been obtained. (If any conditions are stipulated while giving clearance/license/permit the same has to be mentioned in the report. The report should also mention whether the condition has been complied)	N/A.
22	Whether provisions of Urban Land Ceiling Act applicable/ULS clearance/ Permission obtained(pleased mention Number and date of Permission) OR any restriction in transfer of title by the present land owner?	N/A.
23	Income Tax clearance certificate, if required to be obtained or not required to be obtained in the present case, please specify.	N/A.
24	Whether all the legal requirements/ permission, under various act/ laws viz. local laws, Municipal Laws, Colonization Act, Town & Country Planning Act, Apartment ownership Act, Land Laws, Laws applicable for development of land & construction of building, building regulations, Development Control Regulations, Co-operative Societies Act etc. in order to develop the project land and or project have been completed and complied?	Yes.
25	Whether RERD Act, 2016 (Real Estate Regulation & Development) is Applicable? a) If so, Whether Registration was done by Developer / Promoter as per RERD. The details; b) Whether dedicated / Escrow account was opened by Developer / Promoter as per RERD Act 2016?	N/A.



	c) Whether all the applicable provisions were complied with?	
26	Investigation in regard to Agricultural Lands, <ul style="list-style-type: none"> • Whether the land is under self-cultivation • If is owned in different Khatas or is under joint share give specific share in each khata. • Whether land is mutated in the name of land owner • If consolidation of holdings/ acquisition proceedings etc. is in progress in the area whether transfer of land is possible under state enactments. • Whether any prior charge/hidden charge/revenue charge exists against the land, non-encumbrance should be of 13 years preceding the dated of NEC report. 	N/A.
27	If agricultural land is being offered for mortgage <ul style="list-style-type: none"> • Whether permission for conversion of lands from agricultural use to residential/ commercial use is obtained as per local state law (specify date of order/permission and provide a copy thereof) • whether taking for non- Agricultural purposes is possible as per local law Whether there is any hindrance in applicability of SARFAESI Act of the property	N/A.
28	Whether from the documents produced, there exists any pending litigation with respect to the property offered as security. If yes, please furnish details.	No Litigation occurred, However, an affidavit cum indemnity bond has to be taken from the mortgager/owners in this regard.
29	Whether certified copy of the title documents obtained and compared with the original title deeds a) if no, the reason thereof b) If, yes, whether any discrepancy observed. The details.	Yes: - Certified copies obtained are as under:- a- <u>Sale Deed No. 3287, dated 23.02.2011, (i.n.o. M/s Senco Gold Ltd.).</u> b- <u>Conveyance Deed No. 2938, dated 18.04.1996, (i.n.o. Smt. Puneeta Dawar)</u> Comparison with originals reveals the same are genuine. a) N/A. b) No discrepancy observed.

(A)

Conclusion & Opinion:-

Accordingly chain of title is completely and legally passed from person to person and accordingly thereby said M/s Senco Gold Ltd. through its Managing Director Sh. Sanker Sen S/o Late P.C. Sen derived legal, valid marketable title over the said land/plot/ Flat/Property and are able to create equitable mortgage of the said Land/ Plot in favor of Bank by deposit of Original Registered Sale Deed/Tri Partite Agreement of the aforesaid property. With respect to your queries I opine as under:-



S.No.	Queries		Opinion of Creation of Mortgage.	
1	Whether the mortgage by deposit of original title deeds is possible on the strength of the title deeds scrutinized. If so, the list out the documents to be deposited for creation of equitable mortgage over the property offered as security. The person(s) who shall deposit the title deeds with the bank may be stated.		Yes, Documents to be taken as per the List mentioned under (From <u>M/s Senco Gold Ltd. through its Managing Director Sh. Suvankar sen & Joita Sen (Director).</u>	
Sl. No	Date of Document	Name of Document	Registration Reference No. of Document with date	Original/ Cert./True Photostat
1	25.03.1968	Transfer Letter	Dated:- 25.03.1968; By:- Govt. of India i.f.o:- Sh. Matwala Ram i.r.o:-Property Bearing No. A-II/92-A, area measuring 100 sq.yds., Lajpat Nagar, New Delhi.	Original
2	30.03.1968	Lease Deed	No. 2093, Book No.-I, Vol-1945, pages 102-104, dated 30.03.1968, S.R. Delhi. By:- POI i.f.o:- Sh. Matwala Ram i.r.o:- Aforesaid property.	Original
3	30.03.1968	Deed of Conveyance of building constructed on Leasehold sites	No. 2092, Book No.-I, Vol-1945, pages 99-101, dated 30.03.1968, S.R. Delhi. By:- POI i.f.o:- Sh. Matwala Ram i.r.o:- Aforesaid property.	Original
4	28.12.1972	Relinquishment Deed	No. 8006, Book No.-I, Vol-3041, pages 106-107, dated 28.12.1972, S.R. Delhi. By:- 1) Smt. Jawala Devi W/o Matwala Ram Malik 2) Smt. Savitri Devi D/o Matwala Ram Malik 3) Raj Kumari D/o Matwala Ram Malik i.f.o:- Sh. N.N. Malik S/o Matwala Ram Malik i.r.o:- Aforesaid property.	Certified Copy



5	20.06.1973	Transfer Memorandum	No. L&DO PS II/5020, dated 20.06.1973 By:- L&DO i.f.o.- Sh. N.N. Malik S/o Matwala Ram Malik i.r.o.- Aforesaid property.	Original
6	02.05.1994	Agreement to Sale	No. 3025, Book No.-I, Vol-8256, pages 243-247, dated 02.05.1994, S.R. Delhi. By:- Sh. N.N. Malik S/o Matwala Ram Malik i.f.o.-Smt Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original
7	02.05.1994	GPA	No. 2478, Book No.-IV, Vol- 2114, pages158-163, dated 02.05.1994, S.R. Delhi. By:- Sh. N.N. Malik S/o Matwala Ram Malik i.f.o.-Sh. Navneet Dawar S/o Sant Ram Dawar i.r.o.- Aforesaid property.	Original
8	02.05.1994	Will	No. 2143, Book No.-III, Vol No. 788, pages 183-184, dated 02.05.1994, S.R. Delhi By:- Sh. N.N. Malik S/o Matwala Ram Malik i.f.o.-Smt Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original
9	12.01.1995	SANCTION PLAN	469/B/94 dated 12.01.1995 i.r.o.- (GF, FF, Barsati floor) A-II/92-A, Lajpat Nagar, New Delhi.	Photocopy
10	18.04.1996	Conveyance Deed	No. 2938, Book No.-I, Vol-685, pages 55-56, dated 18.04.1996, S.R. Delhi. By:- POI i.f.o.-Smt. Puneeta Dawar W/o Navneet Dawar i.r.o.- Aforesaid property.	Original & Certified copy
11	23.02.2011	Sale Deed	No. 3287, Book No.-I, Vol. No. 10965, pages 183-200, dated 23.02.2011, S.R. Delhi. By:- Smt. Puneeta Dawar W/o Navneet Dawar i.f.o.-M/s Senco Gold Ltd. through its Managing Director Sh. Sankar Sen i.r.o.-Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor) Residential Property Bearing No. A-II/92-A, area	Original & Certified Copy



			measuring 100 sq. yds (83.61 sq.mtrs), covered/plinth area 334.44 sq. mtrs., Lajpat Nagar-II, New Delhi.	
12	22.08.2022	Latest Property Tax	Dated 22.08.2022 i.f.o.- M/s Senco Gold Ltd. i.r.o.- A-II/92-A, Lajpat Nagar-II, New Delhi.	Original
13	27.10.2022	Latest Electric Bill	Dated 27.10.2022 i.f.o.- M/s Senco Gold Ltd. i.r.o.- A-II/92-A, Lajpat Nagar-II, New Delhi.	Original
14	21.09.2022	Board Resolution	Dated 21.09.2022 Auth. :- 1) Suvankar Sen (M.D) 2) Joita Sen (Director/CEO) For:-executing bank documentation. in respect of various property of M/s Senco Gold Ltd.	Photocopy
15	16.08.1994	Memorandum of Association (MoA)	Dated 16.08.1994 of:- M/s Senco Gold Ltd.	Certified Copy
16	16.08.1994	Articles of Association	Dated 16.08.1994 of:- M/s Senco Gold Ltd.	Certified Copy
17	To be taken	Affidavit	By:- M/s Senco Gold Ltd. i.r.o.- No encumbrance, no mortgage, Lien, dispute, Litigation etc over the captioned property.	Original
18	To be taken	SANCTION PLAN	i.r.o.- Basement, Second floor A-II/92-A, Lajpat Nagar, New Delhi.	Original/ Photocopy
19	To be taken	Mutation Letter	i.n.o.- M/s Senco Gold Ltd. (can be taken after disbursement of Loan)	Original
20	To be taken	RELINQUISHMENT DEED (dated 21.12.1972)	No. 7961, Adl. Book No. I, Vol. No. 3039, page No. 169, dated 23.12.1972, S.R. Delhi. by:- <u>SH.INDER L. MALIK S/o Matwala Ram</u> i.f.o.- <u>SH. N.N. MALIK S/o Matwala Ram</u> i.r.o.-his Share in aforesaid property.	Original/ Certified copy
21	To be taken	RELINQUISHMENT DEED (dated 18.03.1973)	No. 3281, Book No.-I, Vol-3144, pages 5, dated 18.03.1973, S.R. Delhi. By:- <u>SH. R.N. MALIK S/o Matwala Ram Malik</u> i.f.o.- <u>SH. N.N. MALIK S/o Matwala Ram</u> i.r.o.-his Share in aforesaid property.	Original or Certified copy



Affidavit

M/s Senco Gold Ltd. through authorized signatory 1) Suvankar Sen (M.D.) S/o
Sri & Smt. Joita Sen(director-C.E.O) W/o Sri

Both at/Registered & Corporate office:-"Diamond Prestige" 41-A, AJC Bose
Road, 10th Floor Kolkata-700017.

The deponent swears an oath as under:-

1. That We are the Purchasing owner & in absolute possession of the following Property: -

Four Storey (Basement-Floor, Ground-Floor, First-Floor & Second Floor)
Residential Property Bearing No. A-II/92-A, area measuring 100 sq. yds (83.61
sq.mtrs), covered/plinth area 334.44 sq. mtrs., Laipat Nagar, Phase-II, New Delhi.

2. That further confirm that the said property is free from all sorts of encumbrances/charges, liens & is not subject to any court litigation attachment etc. We hereby unequivocally undertake that neither We have created nor I shall create encumbrances/ charges, liens / negative liens in respect of the said property and have an intention to create collateral security with **INDIAN BANK, New Delhi** by depositing documents in respect of Right/ Title for the credit facility / loan applied and We will be bound by all the terms /conditions of the Bank and shall be liable in the eventuality of any amount due or found to be due and other charges from time to time and my/our liability shall be co- extensive.

3. That I/We undertake that I/We have not created any Sale Deed other than mentioned in the legal opinion nor We have mortgaged the property anywhere else and if there is any encumbrance found, we shall be fully responsible in that case.

4. That it is hereby agreed that I/We shall keep the Bank indemnify for all the Bank losses, damages etc. sustained by the Bank, if my Right/Title over the property found defective, that all the original Right /Title documents duly signed executed registered and delivered to the deponent will be deposited in the Bank as collateral Security.

DEPONENT

Verification

It is verified at **New Delhi** on Dated _____ that the contents of our above Affidavit are true and correct to my best of Knowledge nothing false or concealed.

DEPONENT

2	If the equitable mortgage by deposit of title deeds is not possible, can there be a simple (registered) mortgage. If so, list out the documents to be held with the bank in addition to the registered mortgage deed.	N.A.
3.	Any other opinion on simplified procedure/ remission of stamp duty for creation of charge over agricultural / other properties in favor of Commercial Banks as in some states like U.P., Karnataka etc.	N.A.

CERTIFICATE OF TITLE

1. I, Manoj Kumar Bhatnagar Advocate, certify that M/s Senco Gold Ltd. through its Managing Director Sh. Sanker Sen S/o Late P.C. Sen has valid, clear, absolute, good, perfect and marketable title to the property shown above and the title deeds to the property concerned being original and not duplicate or fake.
2. That the title document mentioned in the chain of title were executed, stamped and registered in accordance with the law. They have the effect of conveying lawful title in favour of the said present owners.
3. I hereby certify that the actual search was conducted on the date as mentioned herein the report with respect to the land/revenue records and I do not find anything adverse which prevent the title holders from creating a valid mortgage.
4. This legal opinion has been given without any interest direct or indirect after verifying all the necessary relevant papers, Xerox copy of which is returned back duly authenticated.

Details of enclosure of report: -

1. Original Receipt No(s) 197,975 dated 18.11.2022.
2. Encumbrance Certificate dated 18.11.2022
3. Genuineness certificate dated 18.11.2022.
4. Sale Deed No. 3287, dated 23.02.2011, (i.n.o. M/s Senco Gold Ltd.).
5. Conveyance Deed No. 2938, dated 18.04.1996, (i.n.o. Smt. Puneeta Dawar)

Name of Advocate (with Signature & Stamp)

Manoj Kumar Bhatnagar

(Advocate)

Place: New Delhi

Date: 18.11.2022

