

Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail: deepakpachauri2007@gmail.com

Date: 07.05.2025

Reference: 191/2025

To,
The Manager,
Rera, Lucknow.

SPECIAL REPORT ON TITLE

Reg. : Legal Scrutiny report and Property i.e. Property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or $\frac{1}{4}$ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura.

| Aspects to be considered | | Counsel's Statement |
|--------------------------|--|---|
| A. | Particulars | |
| 1. | Name of the Borrower | Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad r/o 26/105, Basaikala, Tajganj, Agra. |
| 2. | Name of the person offering mortgage with parentage/constitution & address | As Above |
| 3. | Detail of the property to be mortgaged As per title deed As per present position | Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or $\frac{1}{4}$ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura. |
| | Bounded As per present position East - Khasra no.2127 West - Part of khasra no.2120 North - Khasra no.2119 South - Property of purchaser | Bounded As per title deed East - Khasra no.2127 West - Part of khasra no.2120 North - Khasra no.2119 South - Property of purchaser |
| B. | Investigation | |
| 1. | Detail of the title deeds/documents (including link deeds/parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration) | As on page No. 05 |
| 2. | Whether documents given to the counsel are original one or more copies of documents? | I have not perused the documents in Original due to subject property mortgage in favor of Punjab National Bank |
| 3. | Whether documents given as Original title deeds raised any doubt or suspicion? | NO |



| | | |
|-----|--|------|
| 4. | Whether the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as Stated in the records from the registrar's office? | YES |
| 5. | Whether the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copies as obtained from the registrar's office? | YES |
| 6. | Whether the photographs of the parties as Affixed in the conveyance deed/title deed tally with photograph seen in the certified copies as obtained from registrar's office | YES |
| 7. | Whether contents of the as given in the title deeds tally verbatim with the content as stated in the certified copy obtained from registrar's office? If not variation be specified what is its affect | YES |
| 8. | Whether the property has been mutated in the name of the person offering the mortgage? | YES |
| 9. | Whether Equitable mortgage can be created at the place where the branch disbursing the loan is situate? | YES |
| 10. | Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (in some states, there are legal restriction on creation of the mortgage of agriculture property for non-agriculture purpose) | NO |
| 11. | Whether there are any restrictions regd. sale of the property to be mortgaged (in some states, there are legal restriction for sale of property to residents outside the state.) | NO |
| 12. | Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearance yet to be obtained | YES |
| 13. | Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? if so, its effect thereof. | NO |
| 14. | Whether the property to be mortgaged has been acquired under land acquisition act, 1984? | N.A. |
| 15. | Whether urban land ceiling act is applicable in the stat where the property is located? | N.A. |
| 16. | In case of leasehold property, whether permission/NOC from the lesser is required for creation of mortgage ? Whether the property of lesser/NOC is obtained ? | N.A. |
| 17. | What is the rate of sharing of unearned income with lesser, in the event of sale of the property? | N.A. |
| 18. | Whether copy of the title deed favoring lesser (other than govt.) is made available to examine the validity of the lease? | N.A. |
| 19. | Whether terms & conditions given in the lease deed have been complied with? Is any condition is violated, effect thereof. | N.A. |
| 20. | Whether any permission of income tax Authorities/Assessing officer is required under the provision of the income Tax Act for creation of mortgage or any certificate is to be submitted to the bank to show that no dues are outstanding to the income Tax department? | N.A. |
| 21. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings? | N.A. |
| 22. | Whether certified copies of revenue records has been obtained and examines to confirm that no dues are outstanding towards the mortgagor? (Copies of revenue record be submitted to the bank while submitted the certified of title investigation.) | N.A. |
| 23. | Whether the mortgage property is enforceable under SARFAESI ACT-2002 | YES |



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Chain of title

After perusal of the enclosure and inspection of available records Index-2 in the office of sub-registrar Mathura for the last 13 years it becomes clear that initially Shri Naveen Kumar Gautam and Shri Naresh Kumar Gautam both sons of Shri Banvari Lal was sankramaniya bhumiidhar and with transferable rights and owner in possession of khasra no.2120 and other.. Mauza Jaini, Tehsil and District Mathura and his name is recorded in extract of khatoni for fasli year 1423-1428.

That thereafter Shri Naveen Kumar Gautam and Shri Naresh Kumar Gautam both sons of Shri Banvari Lal has executed registered sale deed of Subject Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or $\frac{1}{4}$ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaini, Tehsil and District Mathura in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad through registered sale deed registration details vide bali no.1, Jild no.16286, on pages no.207/224, at serial no.16565, on dated 17.12.2020 in Sub-Registrar First Mathura said Janambhumi Iron Pvt. Ltd. Mutated its name in the concerning revenue records as per khatoni and also Obtain an order of 143 of said land total area 1.709 hectare vide 143 order dated 22.03.2021 and Janambhumi Iron Pvt. Ltd. also mutated its name in the concerning revenue records as per khatoni.

NOW said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad r/o 26/105, Basaikala, Tajganj, Agra as owner can create a equitable mortgage of the subject property in favor of Bank by depositing original title deeds and other documents as are referred here in after.

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)
Membership No. 1490/2005

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CERTIFICATE

Opinion on investigation of the title and obtaining search report in property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura belonging to said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad r/o 26/105, Basaikala, Tajganj, Agra

As requested, I have conduct the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the special report which is enclosed.

I hereby certify that the registration particulars, number, date and page particulars etc. as shown I the title deed and contents thereof tally with the information as stated in the records of sub-registrar office as well as with the certified copy of the title which was obtained by me is enclosed with the certificate.

I further certify that the photograph of the previous owner and intending mortgagor affixed seem in the title relating to the property is complete as given in the annexure here to.

I have verified tallied compared be these documents from the record of Sub-registrar office and also from the record of other appropriate authority.

The search report of which is annexed hereto, conducted by me for the period of 12 years vide Search Certificate receipt No.2202524500158 dated 02.05.2025 do not disclose any encumbrances.

The additional documents required for Chain of title.

I shall be liable/responsible, is any loss caused to the bank due to negligence on my part in the making the search and bank has the unqualified right to the publish mu name for including in the caution list being maintained by the Indian banks association or RBI or any other such body for circulation amongst banks/financial institutions.

I have not given opinion earlier on investigation of title relating to the same property as detailed here under.

I find no defect in the title of the person offering mortgage.

I certify that above said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad r/o 26/105, Basaikala, Tajganj, Agra has clear and valid marketable title over the subject property in question.

The valid mortgage can be created by deposit of the following original title deed. The said title deeds are genuine and are not duplicate or fake as observed by me.

| Sl. No | Particulars of documents | Name of documents | OG/TC/COPY |
|--------|--------------------------|-------------------|------------|
| | | | Y |



| | | | |
|---|---|---|----------------------|
| 1 | khasra no.2120 | Extract of Khatoni of Mauza Jaint, Tehsil and District Mathura for fasli year 1423 to 1428. | Photocopy |
| 2 | khasra no.2120 | Extract of Khatoni of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura for fasli year 1425 to 1430 | Photocopy |
| 3 | vide bahi no.1, Jild no.16286, on pages no.207/224, at serial no.16565, on dated 17.12.2020 in Sub-Registrar First Mathura. | Registered Sale deed registered in Sub Registrar Agra executed by Shri Naveen Kumar Gautam and Shri Naresh Kumar Gautam both sons of Shri Banvari Lal in favor of Janambhumi Iron Pvt. Ltd., Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad. | Original & Certified |
| 4 | Dated 22.02.2025 | Approved Map of subject property | Photocopy |
| 5 | Dated 22.03.2021 | 143 order of subject property and other land | Photocopy |
| 6 | Search Certificate receipt No.2202524500158 dated 02.05.2025 | Search Certificate issued by registrar Mathura | Original |
| 7 | Take a MOA with resolution of Janambhumi Iron Pvt. Ltd. | | Photocopy |

I have returned the title deed and other document shown to me to the branch official against receipt.

Encl.

1. Special report
2. Chain of title
3. Search report

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)
Membership No. 1490/2005

स्टाम्प एवं रजिस्ट्रेशन विभाग
उत्तर प्रदेश



निकलन कार्यालय: शहर प्रथम, मथुरा

भार मुक्त प्रमाण-पत्र/बारह साला की पावती

| | |
|--------------|------------------|
| आवेदन संख्या | 2202524500155 |
| आवेदक का नाम | दीपक कुमार पशौरी |
| आवेदक का पता | सिविल कोर्ट अमरा |
| आवेदन तिथि | 02-05-2025 |
| भुगतान तिथि | 02-05-2025 |
| चालान संख्या | NIB250374641 |
| गोबाइन | 9058135140 |
| धनराशि रु० | 100/- |





सेवाएं

भारमुक्त
प्रमाणपत्र /
बारह सालान
वीन
आवे
दन
भुग
तान
करें
प्र
माण
पत्र
डाउ
नती
ड
करेंविलेखों की
प्रमाणित
प्रतिलिपिपंजीकृत
लेखपत्र का
प्रमाणपत्रस्टाम्प
वापसीअन्य
सेवाएं

1

डैशबोर्ड

स्वागत, **Rajatup80**

जानकारी

भार मुक्त प्रमाण-पत्र/बारह साला हेतु आवेदन पत्र

| आवेदनकर्ता का विवरण | सम्पत्ति का विवरण | पूर्वावलोकन |
|----------------------------------|--|-------------|
| आवेदनकर्ता का नाम (हिंदी में) | दीपक कुमार पचौरी | |
| आवेदनकर्ता का नाम (अंग्रेजी में) | DEEPAK KUMAR PACHAURI | |
| आवेदनकर्ता के पिता का नाम | रामवीर पचौरी | |
| आवेदनकर्ता का पता | सिविल कोर्ट आगरा | |
| मोबाइल | 9058135140 | |
| ई-मेल | deepakpachauri2007@gmail.com | |
| जनपद | मथुरा | |
| तहसील | मथुरा | |
| उपनिबंधक कार्यालय | सदर प्रथम | |
| मोहल्ला/गाँव | जैत | |
| वार्ड/परगना | वृन्दावन | |
| तलाश की अवधि | प्रारम्भ दिनांक : 02-05-2013 अंतिम दिनांक : 01-05-2025 | |
| सम्पत्ति का प्रकार | कृषि | |

| स्वामी और सह स्वामी का विवरण | सम्पत्ति का विवरण | खसरा/गाटा संख्या |
|--|---|------------------|
| जन्मभूमि आपरन प्राइवेट लिमिटेड डायरेक्टर स्पर्स सचर पुत्र श्री दिलीप कुमार सचर | एक कित्ता भूमि रकबा 1.709 का 1/4 भाग यानि 0.42725 हे ख न 2120 मौजा जैत तहसील व जिला मथुरा | ख न 2120 |

पंजीकरण शुल्क (₹*)

100/-

घोषणा

इस आवेदन में अंकित तथ्य मेरी जानकारी में पूर्णतया सत्य हैं, कुछ भी गलत एवं मिथ्या नहीं है। इस आवेदन में अंकित किसी तथ्य के गलत पाये जाने पर

भारमुक्त प्रमाणपत्र / बारह साला (Non Encumbrance Certificate) दिगत 12 वर्षों का अंतर्गत पंजीकृत सम्पत्तियों के सम्बंध में भारमुक्त प्रमाण पत्र हेतु ऑनलाइन आवेदन ।

1. रजिस्ट्रेशन अधिनियम 1908 की धारा 57 व रजिस्ट्रेशन नियम 327-328 के अन्तर्गत भारमुक्त प्रमाण

Deepak Kumar Pachauri

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Reference: 190/2025

Date: 07.05.2025

To,
The Manager,
Rera, Lucknow.

SPECIAL REPORT ON TITLE

Reg. : Legal Scrutiny report and Property i.e. Property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Joint, Tehsil and District Mathura.

| Aspects to be considered | | Counsel's Statement |
|--------------------------|--|--|
| A. | Particulars | |
| 1. | Name of the Borrower | Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra |
| 2. | Name of the person offering mortgage with parentage/constitution & address | As Above |
| 3. | Detail of the property to be mortgaged As per title deed As per present position | Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Joint, Tehsil and District Mathura. |
| | Bounded As per present position East - Part of khasra no.2120 West - Khasra no.2121 North - Link Road South - Property of other | Bounded As per title deed East - Part of khasra no.2120 West - Khasra no.2121 North - Link Road South - Property of other |
| B. | Investigation | |
| 1. | Detail of the title deeds/documents (including link deeds/parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration) | As on page No. 05 |
| 2. | Whether documents given to the counsel are original one or more copies of documents? | I have not perused the documents in Original due to subject property mortgage in favor of Punjab National Bank |
| 3. | Whether documents given as Original title deeds raised any doubt or suspicion? | NO |
| 4. | Whether the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as Stated in the records from the registrar's office? | YES |



| | | |
|-----|--|------|
| 5. | Whether the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copies as obtained from the registrar's office? | YES |
| 6. | Whether the photographs of the parties as Affixed in the conveyance deed/title deed tally with photograph seen in the certified copies as obtained from registrar's office | YES |
| 7. | Whether contents of the as given in the title deeds tally verbatim with the content as stated in the certified copy obtained from registrar's office? If not variation be specified what is its affect | YES |
| 8. | Whether the property has been mutated in the name of the person offering the mortgage? | YES |
| 9. | Whether Equitable mortgage can be created at the place where the branch disbursing the loan is situate? | YES |
| 10. | Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (in some states, there are legal restriction on creation of the mortgage of agriculture property for non-agriculture purpose) | NO |
| 11. | Whether there are any restrictions regd. sale of the property to be mortgaged (in some states, there are legal restriction for sale of property to residents outside the state.) | NO |
| 12. | Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearance yet to be obtained | YES |
| 13. | Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? if so, its effect thereof. | NO |
| 14. | Whether the property to be mortgaged has been acquired under land acquisition act, 1984? | N.A. |
| 15. | Whether urban land ceiling act is applicable in the stat where the property is located? | N.A. |
| 16. | In case of leasehold property, whether permission/NOC from the lesser is required for creation of mortgage ? Whether the property of lesser/NOC is obtained ? | N.A. |
| 17. | What is the rate of sharing of unearned income with lesser, in the event of sale of the property? | N.A. |
| 18. | Whether copy of the title deed favoring lesser (other than govt.) is made available to examine the validity of the lease? | N.A. |
| 19. | Whether terms & conditions given in the lease deed have been complied with? Is any condition is violated, effect thereof. | N.A. |
| 20. | Whether any permission of income tax Authorities/Assessing officer is required under the provision of the income Tax Act for creation of mortgage or any certificate is to be submitted to the bank to show that no dues are outstanding to the income Tax department? | N.A. |
| 21. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings? | N.A. |
| 22. | Whether certified copies of revenue records has been obtained and examines to confirm that no dues are outstanding towards the mortgagor? (Copies of revenue record be submitted to the bank while submitted the certified of title investigation.) | N.A. |
| 23. | Whether the mortgage property is enforceable under SARFAESI ACT-2002 | YES |



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Chamber:

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Chain of title

After perusal of the enclosure and inspection of available records Index-2 in the office of sub-registrar Mathura for the last 13 years it becomes clear that initially Shri Satya Prakash s/o Shri Hari Shankar was sankramaniya bhumiidhar and with transferable rights with other co-tenure holder and owner in possession of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura and his name is recorded in extract of khatoni for fasli year 1423-1428.

That thereafter Shri Satya Prakash s/o Shri Hari Shankar has executed registered sale deed of Subject Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or $\frac{1}{4}$ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad through registered sale deed registration details vide bahi no.1, Jild no.16286, on pages no.167/184, at serial no.16563, on dated 17.12.2020 in Sub-Registrar First Mathura and said Janambhumi Iron Pvt. Ltd. mutated its name in the concerning revenue records as per khatoni and also Obtain an order of 143 of said land total area 1.709 hectare vide 143 order dated 22.03.2021 and Janambhumi Iron Pvt. Ltd. also mutated its name in the concerning revenue records as per khatoni.

NOW said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra as owner can create a equitable mortgage of the subject property in favor of Bank by depositing original title deeds and other documents as are referred here in after.

Thanking you,

Yours faithfully

[Deepak Kumar Pachauri], Advocate
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CERTIFICATE

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As requested, I have conduct the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the special report which is enclosed.

I hereby certify that the registration particulars, number, date and page particulars etc. as shown l the title deed and contents thereof tally with the information as stated in the records of sub-registrar office as well as with the certified copy of the title which was obtained by me is enclosed with the certificate.

I further certify that the photograph of the previous owner and intending mortgagor affixed seem in the title relating to the property is complete as given in the annexure here to.

I have verified tallied compared be these documents from the record of Sub-registrar office and also from the record of other appropriate authority.

The search report of which is annexed hereto, conducted by me for the period of 12 years vide Search Certificate receipt No.2202524500155 dated 02.05.2025 do not disclose any encumbrances.

The additional documents required for Chain of title.

I shall be liable/responsible, is any loss caused to the bank due to negligence on my part in the making the search and bank has the unqualified right to the publish mu name for including in the caution list being maintained by the Indian banks association or RBI or any other such body for circulation amongst banks/financial institutions.

I have not given opinion earlier on investigation of title relating to the same property as detailed here under.

I find no defect in the title of the person offering mortgage.

I certify that above said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra has clear and valid marketable title over the subject property in question.

The valid mortgage can be created by deposit of the following original title deed. The said title deeds are genuine and are not duplicate or fake as observed by me,

| Sl. No | Particulars of documents | Name of documents | OG/TC/COPY |
|--------|--------------------------|-------------------|------------|
|--------|--------------------------|-------------------|------------|



| | | | |
|---|---|---|----------------------|
| 1 | khasra no.2120 | Extract of Khatoni of Mauza Jaini, Tehsil and District Mathura for fasli year 1423 to 1428. | Photocopy |
| 2 | khasra no.2120 | Extract of Khatoni of khasra no.2120 and other., Mauza Jaini, Tehsil and District Mathura for fasli year 1425 to 1430 | Photocopy |
| 3 | vide bahi no.1, Jild no.16286, on pages no.167/184, at serial no.16563, on dated 17.12.2020 in Sub-Registrar First Mathura. | Registered Sale deed registered in Sub Registrar Agrn executed by Shri Satya Prakash s/o Shri Hari Shankar in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar and through authorized representative Paras Kumar Parashur s/o Shri Jagdish Prasad. | Original & Certified |
| 4 | Dated 22.02.2025 | Approved Map of subject property | Photocopy |
| 5 | Dated 22.03.2021 | 143 order of subject property and other land | Photocopy |
| 6 | Search Certificate receipt No.2202524500155 dated 02.05.2025 | Search Certificate issued by registrar Mathura | Original |
| 7 | Take a MOA with resolution of Janambhumi Iron Pvt. Ltd. | | Photocopy |

I have returned the title deed and other document shown to me to the branch official against receipt.
Encl.

1. Special report
2. Chain of title
3. Search report

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)

स्टाम्प एवं रजिस्ट्रेशन विभाग
उत्तर प्रदेश



नियन्त्रण कार्यालय: सदर प्रथम, मथुरा

भार मुक्त प्रमाण-पत्र/वारह साला की पावती

| | |
|--------------|-------------------|
| आवेदन संख्या | 2202524500158 |
| आवेदक का नाम | दीपक कुमार पंचोरी |
| आवेदक का पता | मिचिल कोर्ट आगरा |
| आवेदन तिथि | 02-05-2025 |
| भुगतान तिथि | 02-05-2025 |
| खानान संख्या | NIB250374703 |
| मोबाइल | 9058135140 |
| घनराशि रु- | 100/- |





सेवाएं

भारमुक्त
प्रमाणपत्र /
बारह सालान
वीन
आवे
दनभुग
तान
करेप्र
माण
पत्र
डाउ
नलो
ड
करेविलेखों की
प्रमाणित
प्रतिलिपिपंजीकृत
लेखपत्र का
प्रमाणपत्रस्टाम्प
वापसीअन्य
सेवाएं

1

डैशबोर्ड

स्वागत, **Rajatup80**

भार मुक्त प्रमाण-पत्र/बारह साला हेतु आवेदन पत्र

| आवेदनकर्ता का विवरण | सम्पत्ति का विवरण | पूर्वावलोकन |
|---------------------|-------------------|-------------|
|---------------------|-------------------|-------------|

आवेदनकर्ता का नाम (हिंदी में)
आवेदनकर्ता का नाम (अंग्रेजी में)दीपक कुमार पचौरी
DEEPA KUMAR PACHAURIआवेदनकर्ता के पिता का नाम
आवेदनकर्ता का पतारामवीर पचौरी
सिविल कोर्ट आगरा
9058135140

मोबाइल

deepakpachauri2007@gmail.com

ई-मेल

मधुरा

जनापद

मधुरा

तहसील

सदर प्रथम

उपनिबंधक कार्यालय

जैत

मोहल्ला/गाँव

वृन्दावन

वार्ड/परगना

प्रारम्भ दिनांक : 02-05-2013 अंतिम

तलाश की अवधि

दिनांक : 01-05-2025

सम्पत्ति का प्रकार

कृषि

| स्वामी और सह स्वामी का विवरण | सम्पत्ति का विवरण | खसरा/गाटा संख्या |
|---|---|------------------|
| जन्मभूमि आधारन प्राइवेट लिमिटेड ठापरेक्टर स्पर्श सनर पुत्र श्री दितीप कुमार सचर | एक कित्त भूमि रकबा 1.709 हे का 1/4 भाग यानि 0.42725 हे ख न 2120 मौजा जैत तहसील व जिला मधुरा | ख न 2120 |

पंजीकरण शुल्क (रु०)

100/-
घोषणा

इस आवेदन में अंकित तथ्य मेरी जानकारी में पूर्णतया सत्य है, कुछ भी गलत एवं मिथ्या नहीं है। इस आवेदन में अंकित किसी तथ्य के गलत पाये जाने पर

जानकारी

भारमुक्त
प्रमाणपत्र /
बारह साला
(Non
Encumbran
ce
Certificate)
विगत 12
वर्षों का
अंतर्गत
पंजीकृत
सम्पत्तियों के
सम्बंध में
भारमुक्त
प्रमाण पत्र
हेतु
ऑनलाइन
आवेदन ।

- रजिस्ट्रार
ऑफि
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की
धारा
57 व
रजिस्ट्रार
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मैनुअ
ल के
निघम
327-
328
के
अंतर्गत
भारमु
क्त
प्रमाण

Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail: deepakpachauri2007@gmail.com

Reference: 189/2025

Date: 07.05.2025

To,
The Manager,
Rera, Lucknow.

SPECIAL REPORT ON TITLE

Reg. : Legal Scrutiny report and Property i.e. Property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura.

| Aspects to be considered | | Counsel's Statement |
|---|--|--|
| A. Particulars | | |
| 1. Name of the Borrower | | Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra |
| 2. Name of the person offering mortgage with parentage/constitution & address | | As Above |
| 3. Detail of the property to be mortgaged As per title deed As per present position | | Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura. |
| Bounded As per present position East - Khasra no.2126 West - Khasra no.2121 North - Khasra no.2119 South - Khasra no.2124 | | Bounded As per title deed East - Khasra no.2126 West - Khasra no. 2121 North - Khasra no.2119 South - Khasra no.2124 |
| B. Investigation | | |
| 1. Detail of the title deeds/documents (including link deeds/parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration) | | As on page No. 05 |
| 2. Whether documents given to the counsel are original one or more copies of documents? | | I have not perused the documents in Original due to subject property mortgage in favor of Punjab National Bank |
| 3. Whether documents given as Original title deeds raised any doubt or suspicion? | | NO |
| 4. Whether the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as Stated in the records from the registrar's office? | | YES |



| | | |
|-----|--|------|
| 5. | Whether the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copies as obtained from the registrar's office? | YES |
| 6. | Whether the photographs of the parties as Affixed in the conveyance deed/title deed tally with photograph seen in the certified copies as obtained from registrar's office | YES |
| 7. | Whether contents of the as given in the title deeds tally verbatim with the content as stated in the certified copy obtained from registrar's office? If not variation be specified what is its affect | YES |
| 8. | Whether the property has been mutated in the name of the person offering the mortgage? | YES |
| 9. | Whether Equitable mortgage can be created at the place where the branch disbursing the loan is situate? | YES |
| 10. | Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (in some states, there are legal restriction on creation of the mortgage of agriculture property for non-agriculture purpose) | NO |
| 11. | Whether there are any restrictions regd. sale of the property to be mortgaged (in some states, there are legal restriction for sale of property to residents outside the state.) | NO |
| 12. | Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearance yet to be obtained | YES |
| 13. | Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? if so, its effect thereof. | NO |
| 14. | Whether the property to be mortgaged has been acquired under land acquisition act, 1984? | N.A. |
| 15. | Whether urban land ceiling act is applicable in the stat where the property is located? | N.A. |
| 16. | In case of leasehold property, whether permission/NOC from the lesser is required for creation of mortgage ? Whether the property of lesser/NOC is obtained ? | N.A. |
| 17. | What is the rate of sharing of unearned income with lesser, in the event of sale of the property? | N.A. |
| 18. | Whether copy of the title deed favoring lesser (other than govt.) is made available to examine the validity of the lease? | N.A. |
| 19. | Whether terms & conditions given in the lease deed have been complied with? Is any condition is violated, effect thereof. | N.A. |
| 20. | Whether any permission of income tax Authorities/Assessing officer is required under the provision of the income Tax Act for creation of mortgage or any certificate is to be submitted to the bank to show that no dues are outstanding to the income Tax department? | N.A. |
| 21. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings? | N.A. |
| 22. | Whether certified copies of revenue records has been obtained and examines to confirm that no dues are outstanding towards the mortgagee? (Copies of revenue record be submitted to the bank while submitted the certified of title investigation.) | N.A. |
| 23. | Whether the mortgage property is enforceable under SARFAESI ACT-2002 | YES |



Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail: deepakpachauri2007@gmail.com

Chain of title

After perusal of the enclosure and inspection of available records Index-2 in the office of sub-registrar Mathura for the last 13 years it becomes clear that initially Prembihari S/o Harishanker was sankramaniya bhumidhar and with transferable rights with other co-tenure holder and owner in possession of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura and his name is recorded in extract of khatoni for fasli year 1423-1428.

That thereafter Prembihari S/o Harishanker has executed registered sale deed of Subject Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or $\frac{1}{4}$ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad through registered sale deed registration details vide bahi no.1, Jild no.16286, on pages no.225/242, at serial no.16566, on dated 17.12.2020 in Sub-Registrar First Mathura and said Janambhumi Iron Pvt. Ltd. Mutated its name in the concerning revenue records as per khatoni and also Obtain an order of 143 of said land total area 1.709 hectare vide 143 order dated 22.03.2021 and Janambhumi Iron Pvt. Ltd. also mutated its name in the concerning revenue records as per khatoni.

NOW said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra as owner can create a equitable mortgage of the subject property in favor of Bank by depositing original title deeds and other documents as are referred here in after.

Thanking you,



Yours faithfully

[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)
Membership No. 1490/2005

Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail:deepakpachauri2007@gmail.com

CERTIFICATE

Opinion on investigation of the title and obtaining search report in property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura belonging to said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra

As requested, I have conduct the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the special report which is enclosed.

I hereby certify that the registration particulars, number, date and page particulars etc. as shown I the title deed and contents thereof tally with the information as stated in the records of sub-registrar office as well as with the certified copy of the title which was obtained by me is enclosed with the certificate.

I further certify that the photograph of the previous owner and intending mortgagor affixed seem in the title relating to the property is complete as given in the annexure here to.

I have verified tallied compared be these documents from the record of Sub-registrar office and also from the record of other appropriate authority.

The search report of which is annexed hereto, conducted by me for the period of 12 years vide Search Certificate receipt No.2202524500156 dated 02.05.2025 do not disclose any encumbrances.

The additional documents required for Chain of title.

I shall be liable/responsible, is any loss caused to the bank due to negligence on my part in the making the search and bank has the unqualified right to the publish mu name for including in the caution list being maintained by the Indian banks association or RBI or any other such body for circulation amongst banks/financial institutions.

I have not given opinion earlier on investigation of title relating to the same property as detailed here under.

I find no defect in the title of the person offering mortgage.

I certify that above said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra has clear and valid marketable title over the subject property in question.

The valid mortgage can be created by deposit of the following original title deed. The said title deeds are genuine and are not duplicate or fake as observed by me.

| Sl. No | Particulars of documents | Name of documents | OG/TC/COPY |
|--------|--------------------------|-------------------|------------|
| | | | |



| | | | |
|---|---|---|----------------------|
| 1 | khasra no.2120 | Extract of Khatoni of Mauza Jaint, Tehsil and District Mathura for fasli year 1423 to 1428. | Photocopy |
| 2 | khasra no.2120 | Extract of Khatoni of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura for fasli year 1425 to 1430 | Photocopy |
| 3 | vide bahi no.1, Jild no.16286, on pages no.225/242, at serial no.16566, on dated 17.12.2020 in Sub-Registrar First Mathura. | Registered Sale deed registered in Sub Registrar Agrm executed by Prembihari S/o Harishanker in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad. | Original & Certified |
| 4 | Dated 22.02.2025 | Approved Map of subject property | Photocopy |
| 5 | Dated 22.03.2021 | 143 order of subject property and other land | Photocopy |
| 6 | Search Certificate receipt No.2202524500156 dated 02.05.2025 | Search Certificate issued by registrar Mathura | Original |
| 7 | Take a MOA with resolution of Janambhumi Iron Pvt. Ltd. | | Photocopy |

I have returned the title deed and other document shown to me to the branch official against receipt.
Encl:

1. Special report
2. Chain of title
3. Search report

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)

स्टाम्प एवं रजिस्ट्रेशन विभाग
उत्तर प्रदेश




निबन्धन कार्यालय: गदर प्रथम, मथुरा

भार मुक्त प्रमाण-पत्र/वारह साला की पावती

| | |
|----------------|------------------|
| आवेदन संख्या | 2202524500156 |
| आवेदक का नाम | दीपक कुमार पचौरी |
| आवेदक का पता | निबिल कोटे आगरा |
| आवेदन तिथि | 02-05-2025 |
| पुस्तकान तिथि | 02-05-2025 |
| प्राप्त संख्या | NIB250374664 |
| मोबाइल | 9058135140 |
| धनराशि रु. | 100/- |



 सेवाएं

 भारमुक्त
प्रमाणपत्र /
बारह साला

 न
वीन
आवे
दन


 भुग
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पत्र
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 विलेखों की
प्रमाणित
प्रतितिपि

 एंजीकृत
लेखपत्र का
प्रमाणपत्र

 स्टाम्प
वापसी

 अन्य
सेवाएं

1

डैशबोर्ड
स्वागत, Rajatup80
भार मुक्त प्रमाण-पत्र/बारह साला हेतु आवेदन पत्र

| आवेदनकर्ता का विवरण | सम्पत्ति का विवरण | पूर्वावलोकन |
|--|---|-------------|
| आवेदनकर्ता का नाम (हिंदी में) आवेदनकर्ता का नाम (अंग्रेजी में) | दीपक कुमार पचौरी DEEPAK KUMAR PACHAURI | |
| आवेदनकर्ता के पिता का नाम आवेदनकर्ता का पता मोबाइल ई-मेल जनपद तहसील उपनिबंधक कार्यालय मोहस्ता/गाँव वार्ड/परगना तलाश की अवधि | रामवीर पचौरी सिविल कोर्ट आगरा 9058135140 deepakpachauri2007@gmail.com मथुरा मथुरा सदर प्रथम जैत वृन्दावन प्रारम्भ दिनांक : 02-05-2013 अंतिम दिनांक : 01-05-2025 कृषि | |
| सम्पत्ति का प्रकार | | |

| स्वामी और सह स्वामी का विवरण | सम्पत्ति का विवरण | खसरा/गाटा संख्या |
|---|--|------------------|
| जन्मभूमि आधारन प्राइवेट लिमिटेड डायरेक्टर स्पर्श सचर पुत्र श्री दिलीप कुमार सचर | एक कित्ता भूमि रकबा 1.709 हे का 1/4 भाग यानि 0.42725 हे ख न 2120 मौजा जैत तहसील व जिला मथुरा | ख न 2120 |

पंजीकरण शुल्क (रु*)

 100/-
घोषणा

इस आवेदन में अंकित तथा मेरी जानकारी में पूर्णतया सत्य हैं, कुछ भी गलत एवं मिथ्या नहीं है। इस आवेदन में अंकित किसी तथ्य के गलत पाये जाने पर

जानकारी

 भारमुक्त
प्रमाणपत्र /
बारह साला
(Non
Encumbran
ce
Certificate)
विगत 12
वर्षों का
अंतर्गत
पंजीकृत
सम्पत्तियों के
सम्बंध में
भारमुक्त
प्रमाण पत्र
हेतु
ऑनलाइन
आवेदन ।

1. रजिस्ट्रेशन अधिनियम 1908 की धारा 57 व रजिस्ट्रेशन मेन्युअल के नियम 327-328 के अन्तर्गत भारमुक्त प्रमाण

Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail: deepakpachauri2007@gmail.com

Reference: 188/2025

Date: 07.05.2025

To,
The Manager,
Rera, Lucknow.

SPECIAL REPORT ON TITLE

Reg. : Legal Scrutiny report and Property i.e. Property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Joint, Tehsil and District Mathura.

| Aspects to be considered | | Counsel's Statement |
|--------------------------|--|--|
| A. Particulars | | |
| 1. | Name of the Borrower | Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra |
| 2. | Name of the person offering mortgage with parentage/constitution & address | As Above |
| 3. | Detail of the property to be mortgaged As per title deed As per present position | Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Joint, Tehsil and District Mathura. |
| | Bounded As per present position East - Khasra no.2124 West - Khasra no.2124 North - previous sold land South - Khasra no.2127 | Bounded As per title deed East - Khasra no.2124 West - Khasra no. 2124 North - previous sold land South - Khasra no.2127 |
| B. Investigation | | |
| 1. | Detail of the title deeds/documents (including link deeds/parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration) | As on page No. 05 |
| 2. | Whether documents given to the counsel are original one or more copies of documents? | I have not perused the documents in Original due to subject property mortgage in favor of Punjab National Bank |
| 3. | Whether documents given as Original title deeds raised any doubt or suspicion? | NO |
| 4. | Whether the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as Stated in the records from the registrar's office? | YES |



| | | |
|-----|--|------|
| 5. | Whether the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copies as obtained from the registrar's office? | YES |
| 6. | Whether the photographs of the parties as Affixed in the conveyance deed/title deed tally with photograph seen in the certified copies as obtained from registrar's office | YES |
| 7. | Whether contents of the as given in the title deeds tally verbatim with the content as stated in the certified copy obtained from registrar's office? If not variation be specified what is its affect | YES |
| 8. | Whether the property has been mutated in the name of the person offering the mortgage? | YES |
| 9. | Whether Equitable mortgage can be created at the place where the branch disbursing the loan is situate? | YES |
| 10. | Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (in some states, there are legal restriction on creation of the mortgage of agriculture property for non-agriculture purpose) | NO |
| 11. | Whether there are any restrictions regd. sale of the property to be mortgaged (in some states, there are legal restriction for sale of property to residents outside the state.) | NO |
| 12. | Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearance yet to be obtained | YES |
| 13. | Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? if so, its effect thereof. | NO |
| 14. | Whether the property to be mortgaged has been acquired under land acquisition act, 1984? | N.A. |
| 15. | Whether urban land ceiling act is applicable in the stat where the property is located? | N.A. |
| 16. | In case of leasehold property, whether permission/NOC from the lesser is required for creation of mortgage ? Whether the property of lesser/NOC is obtained ? | N.A. |
| 17. | What is the rate of sharing of unearned income with lesser, in the event of sale of the property? | N.A. |
| 18. | Whether copy of the title deed favoring lesser (other than govt.) is made available to examine the validity of the lease? | N.A. |
| 19. | Whether terms & conditions given in the lease deed have been complied with? Is any condition is violated, effect thereof. | N.A. |
| 20. | Whether any permission of income tax Authorities/Assessing officer is required under the provision of the income Tax Act for creation of mortgage or any certificate is to be submitted to the bank to show that no dues are outstanding to the income Tax department? | N.A. |
| 21. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings? | N.A. |
| 22. | Whether certified copies of revenue records has been obtained and examines to confirm that no dues are outstanding towards the mortgagor? (Copies of revenue record be submitted to the bank while submitted the certified of title investigation.) | N.A. |
| 23. | Whether the mortgage property is enforceable under SARFAESI ACT-2002 | YES |



Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

Office & Residence:

32 -A, Jairam Bagh, Near Agam Apartment, Dayalbagh Agra 282 005

Cell: 91 97195 11147, 91 90581 35140

E-mail:deepakpachauri2007@gmail.com

Chain of title

After perusal of the enclosure and inspection of available records Index-2 in the office of sub-registrar Mathura for the last 13 years it becomes clear that initially Parshottam and Aditya Gautam sons of Bhudev Prasad, Smt. Shanti Gautam W/o bhudev Prasad was sankramaniya bhumidhar and with transferable rights with other co-tenure holder and owner in possession of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura and his name is recorded in extract of khatoni for fasli year 1423-1428.

That thereafter Parshottam and Aditya Gautam sons of Bhudev Prasad, Smt. Shanti Gautam W/o bhudev Prasad has executed registered sale deed of Subject Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Jaint, Tehsil and District Mathura in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad through registered sale deed registration details vide buhi no.1, Jild no.16233, on pages no.89/102, at serial no.15333, on dated 28.11.2020 in Sub-Registrar First Mathura and said Janambhumi Iron Pvt. Ltd. Mutated its name in the concerning revenue records as per khatoni and also Obtain an order of 143 of said land total area 1.709 hectare vide 143 order dated 22.03.2021 and Janambhumi Iron Pvt. Ltd. also mutated its name in the concerning revenue records as per khatoni.

NOW said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra as owner can create a equitable mortgage of the subject property in favor of Bank by depositing original title deeds and other documents as are referred here in after.

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)
Membership No. 1490/2005

Deepak Kumar Pachauri

Advocate & Legal Consultant

Chamber:

Civil Courts, Agra

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Cell: 91 97195 11147, 91 90581 35140

E-mail:deepakpachauri2007@gmail.com

CERTIFICATE

Opinion on investigation of the title and obtaining search report in property i.e. Property admeasuring 4272.5 sq. mtrs or 0.42725 hect. or ¼ part out of 1.709 hect., part of khasra no.2120., situated at Mauza Joint, Tehsil and District Mathura belonging to said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra

As requested, I have conduct the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the special report which is enclosed.

I hereby certify that the registration particulars, number, date and page particulars etc. as shown I the title deed and contents thereof tally with the information as stated in the records of sub-registrar office as well as with the certified copy of the title which was obtained by me is enclosed with the certificate.

I further certify that the photograph of the previous owner and intending mortgagor affixed seem in the title relating to the property is complete as given in the annexure here to.

I have verified tallied compared be these documents from the record of Sub-registrar office and also from the record of other appropriate authority.

The search report of which is annexed hereto, conducted by me for the period of 12 years vide Search Certificate receipt No.2202524500157 dated 02.05.2025 do not disclose any encumbrances.

The additional documents required for Chain of title.

I shall be liable/responsible, is any loss caused to the bank due to negligence on my part in the making the search and bank has the unqualified right to the publish mu name for including in the caution list being maintained by the Indian banks association or RBI or any other such body for circulation amongst banks/financial institutions.

I have not given opinion earlier on investigation of title relating to the same property as detailed here under.

I find no defect in the title of the person offering mortgage.

I certify that above said Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar r/o C-6, Lawyers Colony, Agra has clear and valid marketable title over the subject property in question.

The valid mortgage can be created by deposit of the following original title deed. The said title deeds are genuine and are not duplicate or fake as observed by me.

| Sl. No | Particulars of documents | Name of documents | OG/TC/COPY |
|--------|--------------------------|-------------------|------------|
|--------|--------------------------|-------------------|------------|



| | | | |
|---|--|---|----------------------|
| 1 | khasra no.2120 | Extract of Khatoni of Mauza Jaint, Tehsil and District Mathura for fasli year 1423 to 1428. | Photocopy |
| 2 | khasra no.2120 | Extract of Khatoni of khasra no.2120 and other., Mauza Jaint, Tehsil and District Mathura for fasli year 1425 to 1430 | Photocopy |
| 3 | vide bahi no.1, Jild no.16233, on pages no.89/102, at serial no.15333, on dated 28.11.2020 in Sub-Registrar First Mathura. | Registered Sale deed registered in Sub Registrar Agra executed by Parshottam and Aditya Gautam sons of Bhudev Prasad, Smt. Shanti Gautam W/o bhudev Prasad in favor of Janambhumi Iron Pvt. Ltd. Delhi through its director Shri Sparsh Sachar s/o Shri Dileep Kumar Sachar and through authorized representative Paras Kumar Parashar s/o Shri Jagdish Prasad. | Original & Certified |
| 4 | Dated 22.02.2025 | Approved Map of subject property | Photocopy |
| 5 | Dated 22.03.2021 | 143 order of subject property and other land | Photocopy |
| 6 | Search Certificate receipt No.2202524500157 dated 02.05.2025 | Search Certificate issued by registrar Mathura | Original |
| 7 | Take a MOA with resolution of Janambhumi Iron Pvt. Ltd. | | Photocopy |

I have returned the title deed and other document shown to me to the branch official against receipt.
Encl.

1. Special report
2. Chain of title
3. Search report

Thanking you,

Yours faithfully



[Deepak Kumar Pachauri], Advocate
Allahabad Bar Council (Uttar Pradesh)

स्टाम्प एवं रजिस्ट्रेशन विभाग
उत्तर प्रदेश




नियन्त्रण कार्यालय: सदर प्रथम, मथुरा

भार मुक्त प्रमाण-पत्र/वारह साला की पावती


| | |
|--------------|------------------|
| आवेदन संख्या | 2202524500157 |
| आवेदक का नाम | दीपक कुमार पचीरी |
| आवेदक का पता | निबिल कोर्ट आगरा |
| आवेदन तिथि | 02-05-2025 |
| भुगतान तिथि | 02-05-2025 |
| चालान संख्या | NIB250374680 |
| सीमांकन | 9058135140 |
| धनराशि रु | 100/- |



 **सेवाएं**
**भारमुक्त
प्रमाणपत्र /
बारह साला**

**न
वीन
आवे
दन**

**भुग
तान
करें**

**प्र
माण
पत्र
डाउ
नलो
ड
करें**
**विलेखों की
प्रमाणित
प्रतिलिपि**
**पंजीकृत
लेखपत्र का
प्रमाणपत्र**
**स्टाम्प
वापसी**
 **अन्य
सेवाएं**
1
डैशबोर्ड
स्वागत, Rajatup80
भार मुक्त प्रमाण-पत्र/बारह साला हेतु आवेदन पत्र

| आवेदनकर्ता का विवरण | सम्पत्ति का विवरण | पूर्वावलोकन |
|----------------------------------|---|-------------|
| आवेदनकर्ता का नाम (हिंदी में) | दीपक कुमार पचौरी | |
| आवेदनकर्ता का नाम (अंग्रेजी में) | DEEPAK KUMAR PACHAURI | |
| आवेदनकर्ता के पिता का नाम | समवीर पचौरी | |
| आवेदनकर्ता का पता | सिविल कोर्ट आगरा | |
| मोबाइल | 9058135140 | |
| ई-मेल | deepakpachauri2007@gmail.com | |
| जनपद | मथुरा | |
| तहसील | मथुरा | |
| उपनिबंधक कार्यालय | सदर प्रथम | |
| मोहल्ला/गाँव | जैत | |
| वार्ड/परगना | वृन्दावन | |
| तलाश की अवधि | प्रारम्भ दिनांक : 02-05-2013 अंतिम दिनांक : 01-05-2025 | |
| सम्पत्ति का प्रकार | कृषि | |

| स्वामी और सह स्वामी का विवरण | सम्पत्ति का विवरण | खसरा/गाटा संख्या |
|--|--|------------------|
| जन्मभूमि आयरन प्राइवेट लिमिटेड डायरेक्टर स्पर्श सचर पुत्र श्री दिलीप कुमार सचर | एक किता भूमि रकबा 1.709 हे का 1/4 भाग यानि 0.42725 हे ख न 2120 मौजा जैत तहसील व जिला मथुरा | ख न 2120 |

पंजीकरण शुल्क (₹)
100/-
घोषणा

इस आवेदन में अंकित तथ्य मेरी जानकारी में पूर्णतया सत्य हैं, कुछ भी गलत एवं मिथ्या नहीं है। इस आवेदन में अंकित किसी तथ्य के गलत पाये जाने पर

जानकारी

भारमुक्त प्रमाणपत्र / बारह साला (Non Encumbrance Certificate) विगत 12 वर्षों का अंतर्गत पंजीकृत सम्पत्तियों के सम्बंध में भारमुक्त प्रमाण पत्र हेतु ऑनलाइन आवेदन ।

- रजिस्ट्रेशन अधिनियम 1908 की धारा 57 व रजिस्ट्रेशन मैनुअल के नियम 327-328 के अन्तर्गत भारमुक्त प्रमाण



INDIA NON JUDICIAL



IN-UP87040351042456X

Government of Uttar Pradesh

e-Stamp

ACC NAME-RAKESH KUMAR JAIN
STAMP VENDOR
LICENCE NUMBER-A
E-STAMPING NO. UP14153204
TEHSIL SADAR DIST. AGRA

Certificate No. : IN-UP87040351042456X
 Certificate Issued Date : 13-Jun-2025 02:51 PM
 Account Reference : NEWIMPACC (SV) up14153204/ AGRA SADAR/ UP-AGR
 Unique Doc. Reference : SUBIN-UPUP1415320471654977932902X
 Purchased by : DISTRICT NOTARY STAMP
 Description of Document : Article 42 Notarial Act
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : DISTRICT NOTARY STAMP
 Second Party : Not Applicable
 Stamp Duty Paid By : DISTRICT NOTARY STAMP
 Stamp Duty Amount(Rs.) : 10
 (Ten only)

सत्यमेव जयते



₹10

IN-UP87040351042456X

Please write or type below this line



Abhinav

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.e-stamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.



INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP87038503868206X
ACC NAME-RAKESH KUMAR JAIN
STAMP VENDOR
LICENCE NUMBER
E-STAMPING ACC
TEHR BADR

e-Stamp

| | |
|---------------------------|--|
| Certificate No. | : IN-UP87038503868206X |
| Certificate Issued Date | : 13-Jun-2025 02:50 PM |
| Account Reference | : NEWIMPACC (SV)/ up14153204/ AGRA SADAR/ UP-AGR |
| Unique Doc. Reference | : SUBIN-UPUP1415320471651597249516X |
| Purchased by | : JANAM BHUMI IRON PVT LTD |
| Description of Document | : Article 4 Affidavit |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : |
| First Party | : JANAM BHUMI IRON PVT LTD |
| Second Party | : UP RERA COMPETENT AUTHORITY |
| Stamp Duty Paid By | : JANAM BHUMI IRON PVT LTD |
| Stamp Duty Amount(Rs.) | : 10 (Ten only) |

सत्यमेव जयते



₹10

IN-UP87038503868206X

Person's name or symbol below this line

Abhinav



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.e-stampsonline.com' or using e-Stamp Mobile App of State Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

AFFIDAVIT

(In lieu of Form RA-8 - Declaration regarding Encumbrance on Project Land)

I, **Abhinav Raghuvanshi**, S/o **Ghamendra Pratap Singh Raghav**, aged about **47** years, resident of **404 Triveni Paradise, 17 Old Vijay Nagar, Colony, Agra - 282004**, and Authorized Signatory of **M/s Janam Bhumi Iron Private Limited**, having its registered office at **55, 2nd Floor, Lane-2, Westend Marg, Saidullajab, Near Saket metro Station, South West Delhi, New Delhi-110030**, do hereby solemnly affirm and declare as under:

1. That the company **M/s Janam Bhumi Iron Private Limited** is the **absolute owner** of land admeasuring **17,090 Sq. Meters**, situated at **Khasra No. 2120, Mauja Jait, Tehsil and District Mathura, Uttar Pradesh**, which forms the site for the real estate project titled **"AGASTYAS AVENUE"**, for which registration has been applied before **U.P. RERA** under Section 3 of the Real Estate (Regulation and Development) Act, 2016.
2. That the said land is **currently under encumbrance** and mortgaged with **Punjab National Bank** as **collateral security** in respect of a Cash Credit facility sanctioned to our **group concern M/s A1 Agri Global Private Limited**.
3. That **no loan or credit facility has been directly availed** by **M/s Janam Bhumi Iron Private Limited** against the said land. The charge created is solely in the nature of a **third-party corporate guarantee**.
4. That we hereby undertake and affirm that the said encumbrance is currently under the process of being cleared from the bank, and the property shall be **fully released from charge before accepting any booking amounts or advances from allottees** in respect of the project **"AGASTYAS AVENUE"**.
5. That upon removal of the said encumbrance, we shall **intimate the same to U.P. RERA** along with necessary documentary proof.
6. That the above declaration is being made in compliance with the provisions of **Clause 10(iii)** of the **U.P. RERA Project Account Directions, 2023**, and is true and correct to the best of my knowledge and belief.

For Janam Bhumi Iron Private Limited


DEPONENT

Place: Agra

Date: 13/06/2025

R559/20



13/06/25

VERIFICATION

I, the above-named deponent, do hereby verify that the contents of this affidavit are true and correct to my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified at AGRA on this 13 day of June 2025.

Abhidur

DEPONENT



13625

Subscribed to Affidavit by Abhidur Raza Khan
of Khumbarwala Pratik Jinn Raza Khan
who understands the contents thereof and
solemnly Affirms the contents of the above
Identified by District Notary on this day 13-06-2025
Received fee _____

MID CORPORATE CENTRE, NEW DELHI - I
 9/90 P-Block, Connaught Place, New Delhi - 110 001
 Email ID: clpca9@pnb.co.in

6. Party to undertake that company shall take prior permission from our bank for change in management/directors.
7. Borrower to ensure that rent agreement with M/s Ambaji Import Private Limited / other approved Custom House Agents (CHA) for warehouse at Plot No 19 Near IOCL LPG Terminal Kandla be renewed before expiry. Further stocks kept at their godown belonging to party must be easily identifiable and separable from others.
8. All regulatory approval, environment clearances & registration i.e. NOC from pollution control board, NOC from Fire Deptt, Labour Deptt, MAP approval etc, wherever applicable, is obtained and held on record for manufacturing unit at Mathura
9. It is to be ensured that credit facilities sanctioned to borrower be reflected in CIC report of directors and guarantor of the company.
10. The Bank reserves the right to withdraw the concessions granted without assigning any reason. In case of account is being taken over by the other bank / FI, in addition to levying prepayment charges (non-individual), all the concession / relaxation in the service charge/ ROI granted since sanction in the account shall be withdrawn and respective amount shall be recovered from the borrower. An undertaking in this regard shall be obtained from the borrower before conveying concession granted in the account.
11. CA Certified book debt statement is to be obtained on quarterly basis
12. Borrower to submit QMS forms on quarterly/ half yearly basis as per extant bank guidelines failing which penal interest be charged in the account.
13. Ensure that DP is being allowed in account strictly as per terms of sanction & bank guidelines (No DP will be allowed on for old and obsolete stock and against debtors of allied/associates concern).
14. An undertaking to be obtained from borrower in company's letter head that remaining margin to be brought by company from its own sources
15. To ensure that valid rent/lease agreement for premises located at 1st Floor, B.N Corporate Park, Plot No 16, Sector 135, Gautam Budh Nagar, Noida UP to be obtained and held on record.
16. To obtain either self-certified copy of passport of Mr. Hritik, Mr. Kavish Sachar and Mr. Neeraj Jain or passport undertaking as per bank guidelines.
17. Borrower to ensure that all GST demand pertaining to the company as per due diligence report of M/s Praharaj & Company be settled at the earliest and status of same be submitted to MCC.
18. To ensure that company does not maintain current account with any other bank and entire business related transactions shall be routed through our bank only.
19. The affidavit cum undertaking as mentioned in Law Division Cir. No. 06/2022 and amendments thereafter to be obtained every year from borrower and kept on record.
20. Undertaking be obtained from borrower that the USL will be subordinated to our loans and will be retained in business throughout the currency of our loan
21. The borrower to undertake that they do not owe any overdue statutory liabilities like GST, Income Tax, Corporation Tax, Professional Tax, etc. and have obtained / renewed licenses from statutory authorities required for carrying out their business activity party shall provide requisite photo copy of the above said payments / receipt / documentation support in confirming the compliance of this clause.
22. Half year due diligence report from bank approved CA/CS be obtained as per bank guidelines in term of L&A Circular no 67/2024 and ensure that nothing adverse is noticed therein.
23. To ensure that security mortgaged to the Bank should be adequately insured at all times with the agreed Bank clause and renewed timely.
24. It is to be ensured that IPs are enforceable under SARFEASI and having independent access and valid and enforceable mortgage is created in terms of extant bank's

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9/20 P-Block, Connaught Place, New Delhi - 110 001

Email ID: clpca9@pnb.co.in

guidelines. Also, to ensure that the IPs are marketable and properly demarcated and bank's interest is safeguard. Further, ensure that there is no mismatch in area and other aspects of properties as per legal opinion/SDM report and valuation reports.

25. Compliance of L&A Cir. No. 39/2023 dated 19.04.2021 & RBI guidelines on opening of current accounts be ensured w.r.t. current accounts maintained by borrower.
26. A stamped undertaking to be submitted in favour of the bank to the following effect that during the currency of bank's credit facilities, the company/firm shall not without our permission in writing:
- Effect any adverse changes in company's/firm's capital structure.
 - Formulate any scheme of amalgamation or merger or reconstruction.
 - Implement any scheme of expansion or diversification or capital expenditure except normal replacements indicated in funds flow statement submitted to and approved by the bank.
 - Enter into any borrowing or non-borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company, firm or otherwise or accept deposits in excess of the limits laid down by Reserve Bank of India.
 - Invest by way of share capital or lent or advance funds to or place deposits with any other company/firm, concern including group companies/associates/persons. Normal trade credit or security deposit in the normal course of business or advance to employees can, however, be extended.
 - Undertake guarantee obligations on behalf of any other company/firm/person.
 - Declare dividend for any year except out of profits relating to that year after meeting all the financial commitments to the bank and making all due and necessary provisions.
 - Make any drastic change(s) in the management set up.
 - Approach capital market for mobilising additional resources either in the form of debts or equity.
 - Sell or dispose off or create security or encumbrances on the assets charged to the bank in favour of any other bank, Financial Institutions, company, firm, individual.
 - Repay moneys brought in by the promoters, partners, directors, shareholders, their relatives and friends in the business of the company/firm by way of deposits/loans/share application money etc.
 - Avail credit facilities/loan from outside the bank/consortium arrangement without their knowledge and permission.
27. To ensure compliance of detailed terms and conditions as per Annexure-A of the note, last sanction dated 05.08.2023 and acceptance of all terms and condition of by borrower.

The sanction of credit facilities to the borrower does not form an irrevocable commitment on the part of the bank. The Bank reserves the right to revoke or cancel one or more or all the facilities sanctioned and or alter or rescind / change at any time all or one or more of the terms and conditions of the sanction at the bank's sole discretion without any prior notice or assigning any reason therefore.

Yours faithfully
Authorized Signatory

MCC New Delhi-1



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 9/90 P-Block, Connaught Place, New Delhi - 110 001
 Email ID: clpca9@pnb.co.in

Annexure A

Detailed Terms and Conditions of Sanction
Account:- M/s A1 Agri Global Private Limited
BO: N-46 Connaught Circus (184600)

| FACILITY NO-1 | |
|---------------------------------------|--|
| Nature of Facility | Cash Credit (Hypothecation of Stocks & book debt) - Enhancement |
| Limit | ₹75.00 Crore (Rupees Seventy Five Crore only) |
| Purpose | To meet out the working capital requirement. |
| Margin | 25% against stocks and 25% against Book Debts |
| Tenor | One Year |
| Rate of Interest | 1 Yr MCLR (8.90%) + Spread (2.65%) - concession (0.50%) i.e. 11.05% ROI is subject to change as per bank guidelines from time to time. |
| Primary Security | First and exclusive charge on entire current assets, present & future, including entire stocks, book debts, loans & advances etc. of the Company by way of hypothecation on pari-passu basis |
| Processing fees | 0.35% of sanctioned limits +GST |
| Commitment & Other Charges | Card Rate |

Other terms and conditions:

To be complied with by the Borrower:

1. **Security:** 1st charge on entire current assets, present & future, including entire stocks, book debts, loans & advances etc. and in case of consortium /multiple advances, 1st charge to be held on pari passu basis with other banks. DP, however, to be allowed against stocks only as per Item No. 5 below.

2. **Stock Valuation:** The stock shall be valued as under:

a. Manufacturing units:

| | |
|---|---|
| Raw material, (Consumables, stores) (stores, spares & packing material) | At cost, market rate, contract rate or realizable value, whichever is lower. Cost of raw material be worked out by following FIFO, LIFO or Weighted Average method of valuation consistently followed by the company. |
| Stock in process | Raw material value plus direct overheads at each stage/Depft. of production as per actual cost sheet maintained by the borrower. If no cost sheets maintained, stock in process to be valued at raw material cost. |

| | |
|----------------|--|
| Finished goods | Actual cost of production or market rate or contracted control rate or contracted sale price or realizable value less all discounts/rebates etc. whichever is lower. However, old/obsolete/sub-standard goods shall be valued at actual/property assessed realizable value and no DP to be allowed against such stocks if not permitted specifically for DP purpose as per sanction. |
|----------------|--|

b. Trading Advances:

Hypothecated goods to be valued at cost price less all rebates, discounts etc., / market value/ realizable value, whichever is lower.

The branches shall also ensure that the Accounting Standard (AS2) norms issued by the Institute of Chartered Accountants of India (ICAI) mentioned below are being complied with by the borrowers regularly at the time of submission of stock statement. 'Inventories shall be valued at the lower of Cost Price/Market Rate/ Net Realizable Rate.'

3. **Submission of Stock Statements:** Borrower shall submit stock reports giving a complete list of all stocks, as on the last day of each month, within 10 days of the following month, unless other-wise specified in the sanction, giving all details viz. Location where stocks are kept; Details of old, obsolete, un-saleable, sub-standard, second quality and unpaid stocks (including stocks received under LC) separately which shall remain hypothecated to the bank even if no Drawing Power is allowed there-against.

Stock statements shall be submitted in 3 parts based on ABC analysis viz. stocks of higher value with lesser number of items be classified as Category 'A', stocks of lower value with higher number of items be classified as Category 'C' and the remaining stocks be classified as Category 'B'.

4. **Stock verification:** The stocks shall be checked/verified by the Bank's officials at periodic intervals as per extant guidelines of the bank from the books of the borrower & also physically, which include verification of valuation of stocks/unpaid for stocks and book debts. (checking official shall submit his report as per proforma /procedure meant for that).

In the case of consortium accounts, verification of stocks shall be done as per arrangement decided by the consortium.

5. **Drawing Power:** DP will be revised every month by the Bank on receipt of stock statement. The discipline envisaged in a consortium/CDR set up demands that DP will be allocated by Lead Bank every month to all the member banks. Nevertheless, provisional DP to be worked out by the branch as per the



periodicity of submission of stock statement specified in the sanction.

No Drawing Power shall be allowed against:

- Old, deteriorated and unsaleable stocks.
- Spares of more than 1 year old.
- Stocks which are unpaid for (including those received under DA- LCs) after netting with Book Debt as per Bank's guidelines.
- Stocks which are more than 6 months old.
- Value of devolved LC/BG remaining unpaid to the bank
- Value of other LC/BGs outstanding as at the month end
- Value of goods received under Buyer's Credit

6. **Insurance:** Borrower shall get the hypothecated stocks/security insured for full value covering the risks of fire, thefts, burglary, SRCC (Strikes, Riots, Civil Commotion) earthquake, terrorist risks, floods, riots etc. in the joint names Bank (or consortium banks in consortium advances) & the borrower with 'Agreed bank clause' at borrower's cost.

Stocks lying with Processors/Fabricators to be covered in the insurance policy. Stock in transit will be insured against all transit risks. The policies/cover notes or duly attested copies thereof will be obtained and placed on the records of the Bank. It shall be ensured that the policies are renewed at an appropriate time.

7. **Maintenance of books:** Borrower shall maintain proper books of accounts relating to stocks and book-debts to the satisfaction of the bank and the representative of the Bank shall have the right to have an access/inspect the books of the borrower.

8. **Hypothecation plate:** The plate shall be displayed prominently where the stocks charged to the bank are kept.

To be ensured by the Branches:

1. **Stock verification:** The stocks shall be checked/verified by the Bank's officials at periodic intervals as per extant guidelines of the bank from the books of the borrower & also physically.
2. Checking official to submit the inspection/verification report on the proforma as prescribed in terms of L&A Circular 41 dated 23.03.2022 and other proforma as conveyed vide L&A Circular No. 44 dated 27.03.2020 with subsequent updations from time to time. In the case of consortium accounts, verification of stocks shall be done as per arrangement decided by the consortium.
3. Stock in transit will be insured against all transit risks.
4. Stocks with processors/fabricators to be got insured against all risks with agreed bank's clause.

The insurance policies / cover notes or duly attested copies thereof to be obtained and placed on the records of the Bank. The report relating to insurance of securities PNB RPT 3/2 can be generated and monitored on day to day basis.

CASH CREDIT (HYPOTHECATION OF BOOK DEBTS)

To be complied with by the Borrower:

1. **Security:** Borrower shall hypothecate entire Book Debts, present & future, arising out of genuine credit sale transactions.
2. **Submission of Stock Statement:** Borrower shall submit statement of receivables (on the proforma prescribed by the bank) as on the last day of every month within 10 days from close of the month to which it relates.

The statement shall contain all the required information, such as realization of book-debts during the period and their deposit with the bank, age of book debts and debts outstanding for 0-90 days, 91 days to 180 days, 181 days to 365 days and more than 365 days. DP shall, however, be allowed against the book debts of the age as permitted in the sanction.

3. **Book-debt verification:** Along with the book debt statement, borrowers shall submit complete addresses including email address and contact details of top 20 book debts OR covering 50% of total book debts (amount wise), whichever is higher, in all advances against book debts, at prescribed intervals.
4. **Drawing power:** No drawing power shall be allowed against
 - Book Debts outstanding for more than the period permitted by the Sanctioning Authority.
 - Book Debts relating to allied / associate and group concerns and consignment agents, unless specifically permitted by the Sanctioning Authority.
5. From the total of Book Debts as given in the statement shall be deducted such Book Debts against which finance has been availed under any "bills facility".
6. Borrower shall maintain proper books of accounts relating to stocks and book-debts to the satisfaction of the bank.
7. The book debts must be well dispersed over a number of customers.
8. Bank, at its discretion, may fix party-wise DP or maximum DP/ sub-limit against the debts of one party to avoid advance against debts concentration in few customers.



To be ensured by the Branches:

1. **Book-debt verification:** The branch officials will verify the statement from the books of the party, at least once in a month at irregular intervals and satisfy themselves that:
 - The statement is in agreement with the books of accounts maintained by the party;
 - The age wise classification of debts is correctly done; and
 - The realisation of book debts are routed through our bank.
 - Book Debts are out of genuine trade transactions and for the activities for which the limit has been sanctioned by the bank.
 - Balance Confirmation have been obtained wherever specifically stipulated.

1. The Book Debts must be well dispersed over a number of customers and suitable sub-limit per customer be got fixed to avoid advance against debts concentrated in few customers.

COLLATERAL SECURITY: All credit facilities sanctioned to borrower shall also be collaterally secured as under:

i) Mortgage of following Immovable Property:

| S No | Nature of Limit | Details of security* | SARFAE SI compliant (Y/N) | Value (in ₹Crore) | | |
|------|-----------------|--|---------------------------|-------------------|----------------|--|
| | | | | Last Sanction | Market Value | Realisable value |
| 1 | Cash Credit | Immovable non-Land Agricultural Residential) consisting of 3 sub plots mentioned as No 2,3 and 4 having total area 12,817.50SqMtr Part of K No 2120, Situated at MauzaJait, Tehsil& District Mathura, belonging to M/s Janambhumi Iron Private Limited | Yes | 21.84 | 23.76 27.62 | 20.20 23.48 Avg value- 21.84* |

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| | | | | | |
|---|--|-----|------|--------------|---------------------|
| 2 | Immovable non-Agricultural Land(Vacant) consisting of one plot mentioned as No 1 having total area 4272.50 Sq.mtr Part of K No 2120, Situated at Mauza.Jait, Tehsil& District Mathura, Belonging To M/s Janambhumi Iron Private Limited | Yes | | | |
| 3 | IP in form of residential plot no (vacant) G 17 Lawyer's Colony part of Khasra No 750 Ml, mauza Mau mustkil, Haripanwal ward Lawyers's Colony Road near water tank &Maruti Suzuki showroom Tehsil and District Agra measuring 376.24 Sqmtr in name of M/s Grey International Private Limited | Yes | 5.76 | 6.79 6.77 | 5.77 5.76 |
| | | | | | Avg Value = 5.76 Cr |
| 4 | Industrial Plot No G4 Industrial area Site B Village Baad Tehsil and District Mathura having 3770 sqmtr area owned by M/s Janam Bhumi Iron Private Limited | Yes | 1.62 | 1.91 | 1.62 |
| 5 | Industrial plot No J -29 Industrial Area Site B VillBaad, National Highway NH 19 Near Mahindra Workshop Tehsil and Distrcit Mathura having 1204 sqmtr area owned by M/s Janam Bhumi Iron | Yes | 0.52 | 0.61 | 0.52 |



| | | | | | |
|---|---|-----|--|------|------------|
| 6 | Private Limited) | | | | |
| | Industrial Plot F-5, Industrial area, Site B, Tehsil District Mathura owned by M/S A1 Agri Global Ltd through its Directors | Yes | | 4.43 | 3.77 |
| | | | | 4.20 | 3.57 |
| | | | | | Avg: 3.67* |
| | Total | | | | 33.41 |
| | Collateral Coverage for exposure of ₹75,00.00 Cr | | | | 44.54% |

*The Plot of Land at S No 1 & 2 mentioned above is internally divided into 4 sub plots by the firm and plots 1, 2, 3 & 4 is vacant and proposed use is residential.

*Map Not Available of property no 6, So considered only land value.

**(i) Hypothecation of Plant & Machinery and other block assets:
(Amt in Crore)**

| Nature of limits | Security | Value of block assets as on: (as per B/sheet) -31-03-2024 | Value of block assets excluding specific charge if any | Extent of first/second charge holders | Balance/residual value of charge available to bank/consortium |
|------------------|--|---|--|---------------------------------------|---|
| Term loan | - | - | - | - | - |
| Working Capital | Hypothecation of Moveable assets (tangible) forming part of Block/Fixed assets excluding the assets on which specific charge is created. | 10.35 | 10.25 (Excluding Car WDV of ₹0.10 crore) | - | 10.25 |

ii) Personal /Corporate Guarantee:

| S No | Name of Guarantor | Relationship with borrower |
|------|-------------------|----------------------------|
| 1 | Sparsh Sachar | Promoter Director |
| 2 | Rifa Sachar | Promoter Director |

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| | | |
|---|--|--------------|
| 3 | M/s Janam Bhumi Iron Private Limited | Group Entity |
| 4 | M/s Grey International Private Limited | Group Entity |

Other terms & conditions:

1. Credit In Accounts

- Transactions relating to the activity for which finance under the scheme is granted should be routed through the CC Account maintained with the branch. If the credit summations in the account are less than 65% of sales/receipts realization, Penal Interest @ 0.25% will be charged till next renewal of the limit. Further, in such cases, sanctioning authority may opt for reducing the exposure/exercise exit option

2. Inspection of Securities

- Inspection of securities charged to the Bank and that of the borrower's books/ records shall be conducted periodically by an authorized official of the bank. All expenses in this respect shall be borne by the borrower.

3. Deterioration in internal risk rating i.e. C-1 & below, is a sign of stress, resultantly, affecting cash accruals, etc. As such, Branches may explore to reduce the exposure/exercise exit option

Stipulated Conditions:

1. To ensure correct rate of interest is charged in CBS and all charges are debited before release of facility.
2. External Rating to be done as per ABS 2024 before expiry of Present rating.
3. Further stocks kept at their godown belonging to party must be easily identifiable and separable from others.
4. All regulatory approval, environment clearances & registration i.e. NOC from pollution control board, NOC from Fire Deptt. Labour Deptt, MAP approval etc, wherever applicable, is obtained and held on record for manufacturing unit at Mathura.
5. It is to be ensured that credit facilities sanctioned to borrower be reflected in CIC report of directors and guarantor of the company.
6. Current Account with Indian overseas bank to be closed.
7. Financial paper to be submitted on time.
8. ABS 2024 of M/s A1 Agri Speciality Oils and Fats Private Limited to be obtained.



OVERALL TERMS AND CONDITIONS:

To be complied with by the Borrower:

1. The validity of the sanction for Working Capital Limits shall be 12 months and the borrower shall arrange submission of complete papers for renewal of limits at least two months before the expiry of due date of renewal.
2. The Borrower shall execute all necessary legally enforceable loan documents as per bank's guidelines. Documents will be drafted / vetted by Banks' counsels in respect of sanctioned limits of ₹2 crore & above (both FB and NFB), at Borrower's cost.
3. The Company shall under its common seal, if any, authorize any person as its attorney to execute documents on its behalf. In case, the company does not have Common Seal, then the authorization shall be made by either 2 (two) directors, or a director and the Company Secretary.
4. In case of Corporate Borrower, necessary resolution is required to be passed by the Board / Shareholders, as per Company's Act and as per Memorandum & Article of Association of the company.
5. All fund based and non-fund based working capital facilities to be secured by way of 1st charge on all current assets, present & future, (and in case of consortium or multiple banking, charge to be created on pari passu basis with other financing banks).
6. Search report from Registrar of Companies (RoC) shall be obtained every year and /or on each registration/modification of charge and cost in this respect to be borne by the company.
7. Search Report / NEC
 - a. In case of renewal/review of existing limits where time period of 3 years has not lapsed, mortgagor(s) shall Indispensably provide an affidavit cum undertaking to the effect that the mortgaged IP is still under their ownership and they have not created any subsequent charge on the mortgaged IP and neither given on rent/lease.
 - b. Search Report/NEC shall be obtained if time period of 3 years has lapsed since the last search report/NEC at borrower's cost.
 - c. In case of enhancement / extension of existing charge on IP, Fresh Search Report / NEC shall be obtained / updated since creation of last mortgage with Bank at borrower's cost.

8. Borrower shall pay processing fee, upfront fee, Lead Bank Charges (if applicable) documentation charges, inspection charges, NeSL charges, CERSAI charges, commitment charges and other charges as per Bank's Scheduled Charges.
9. Borrower shall pay Pre-Payment Charges @2% of the pre-paid outstanding amount in case of Term Loans Only & not to other facilities such as Non-Fund Based, Working Capital Limits, Overdrafts etc. in case of Takeover i.e. Loan is prepaid by the Non-Individual Borrower for Shifting to Other Bank / FI.

However, no prepayment charges are to be levied in the following cases:

- a. Micro & Small Enterprise (MSE) Borrower
 - b. Floating rate term loan (Non-Business) sanctioned to Individual Borrower.
 - c. Microfinance Loans (Except Loans to NBFC-MFIs)
 - d. Loans sanctioned at fixed rate with reset clause, if the borrower exercises his option for floating rate interest at the time of reset.
 - e. Where the loans are prepaid by the borrowers from their own sources.
 - f. Where the borrower shift to other bank within 30 days from the date of issuance of circular for upward revision in the spread to be charged in his account or change in other terms of sanction.
 - g. In case of upward revision in the Interest rate due to reset of benchmark rates and the borrower informs the Bank within 30 days from the date of reset & shifts its account to other Bank within 90 days from the date of reset
 - h. Where the closure of loan is on the instance of the Bank on account of size of irregularity, possibility of default in future or any other technical or other specific reasons.
10. Borrower shall provide "No Lien Letter" from the fabricators in respect of goods sent to them for fabrication/processing.
 11. Borrower shall provide an undertaking that the unsecured long-term loans raised from friends/ relatives shall not be repaid or shall not go below the level accepted at the time of sanction during the currency of the bank loan, except with prior permission of the bank.
 12. The Bank shall have the right to withdraw or modify all / any of the sanctioned conditions or stipulate fresh conditions, under intimation to the borrower and their acceptance.
 13. Bank's charge over primary / collateral securities wherever applicable to be got registered / modified with ROC within the stipulated period of 30 days, as per requirements of Companies Act, and certificate of registration of charge to be obtained and kept on record.



14. During the currency of Bank's credit facilities, the Borrower shall not, without the prior approval of the Bank in writing:

- a. Divert / utilize Bank's funds to other sister / associate / group concerns or for purposes other than those for which the credit facilities have been sanctioned.
- b. Issue Bonus shares and dispose of shareholding of promoters wherever specifically stipulated.

15. Margins / Rates of Interest/Charges are subject to revision from time to time at the sole discretion of the Bank. The bank shall inform any change in Service Charges/Interest rates through the official website (www.pnbindia.in), display in its offices and general announcements from time to time and shall not communicate separately to the borrower.

16. i. Reset of Interest Rate under External Benchmarks

The rate of interest under external benchmark (RBI Repo Rate/ 3 Month or 6 month T-Bill rate published by RBI/any other market interest rate published by RBI) shall be reviewed at least once in three months.

ii. Reset of Interest Rate in loans Linked to RLLR

- a. ~~For all loans linked with Repo Linked Lending Rate in case of change in Repo Rate by RBI, the RLLR will be changed from the next working day unless otherwise specified.~~
- b. ~~The Spread component (excluding Credit Risk Premium - CRP) linked with RLLR for all floating-rate personal or Retail loans (housing, auto etc.) and floating rate loans to Micro Small and Medium Enterprise shall be reset every 3 years from the date of opening of the account.~~
- c. ~~Credit risk premium may undergo change only when borrower's credit assessment undergoes a substantial change, as agreed upon in the loan contract.~~
- d. ~~Switchover from RLLR to MCLR will not be permitted in schemes/category which have been linked with RLLR mandatorily by RBI.~~

iii. Reset of Interest Rate in loans Linked to MCLR

- a. The MCLR rates shall be reviewed on monthly basis which will be applicable to all new loans and credit facilities sanctioned/renewed from the 1st of the following month.
- b. MCLR prevailing on the date of first disbursement, whether partial or full, shall be applicable till the next reset date irrespective of the changes in the benchmark during

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the interim on the floating rate loan and future reset dates shall be determined accordingly.

- c. All MCLR based floating rate loans shall be linked with maximum 1 year MCLR and the reset period shall also correspond to the tenor/maturity of the MCLR to which the loan is linked. (i.e. advances linked with 1 year MCLR shall have 1 year reset & advances linked with 3 month MCLR shall be linked with 3 month reset)
- d. Reset of spread based on the change of the risk profile of the borrower (upward or downward revision in risk rating) shall be done as and when there is revision in risk rating of the borrower, unless specifically mentioned in the sanction for continuation of concessional spread by competent authority.
- e. The bank may review the reset clause as and when required.

17. The disbursement of credit facility is solely at the discretion of the Bank.

18. The bank may:

- a. disallow facility, keeping in view bank's exigencies including any adverse information about the borrower that might have a direct bearing on the advances lent by Bank.
- b. disallow drawing beyond the sanctioned limits.
- c. dishonour/ return cheques issued for the purpose other than specifically stated in the credit sanction or in this agreement.
- d. disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this agreement

19. The bank does not have an obligation to meet further requirements of the borrowers on account of growth in business, etc. without proper review of credit limits.

20. Bank will have an unqualified right to pass on to the Credit Reference Agencies the details of his loan account in such manner and through such medium as the bank in their absolute discretion may think fit.

21. The borrower/guarantor shall inform the bank about any change in their office/residential address to bank at the earliest possible. This information of changed office/residential address with telephone no. (landline/mobile) be provided to the bank within 30 days along with residential proof as required under KYC norms.

22. Sanctions in respect of Working Capital and Term Loan facilities shall be valid for 6 months from the date of sanction. Facilities not availed within the above period



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shall be treated as lapsed. Where documents have been executed within a period of 6 months from the date of sanction, the sanctions shall be valid for next 6 months from the date of documentation.

23. Borrower eligible for ERR shall invariably give consent to External Credit Assessment Institutions (ECAIs) for disclosing the lenders' details i.e. name of the banks and the corresponding credit facilities rated by the ECAIs in the Press Releases.
24. Borrower shall collect the original movable / immovable property documents within 15 days of full repayment / settlement of the loan account from the branch where the loan account was serviced or branch/office of the bank where the documents are available.
25. The borrower will ensure compliance with all the principles related to Green/ Social Finance as listed in Bank's latest Financing Framework for Green/ Social/ Sustainability Linked Activities.
26. The borrower will provide additional details for determination of impact and to facilitate assurance of the financing activity.

To be ensured by the Branches:

1. It shall be ensured before release of limits that the Borrower executes documents and charge creation on primary and collateral security which is valid and legally enforceable. In case of Company it is necessary that the company has necessary borrowing powers and Board / Shareholders have passed necessary resolutions required as per the provisions of Company Act and Memorandum & Article of Association of the company
2. In case the Company commits default in the repayment of loan /advance or in the payment of interest thereon or any of the agreed instalments of the loan on due date, the bank, CICs and / or Reserve Bank of India will have an unqualified right to disclose or publish the names of the company and its directors as defaulters in such manner and through such medium as the bank/RBI in their absolute discretion may think fit. Documents to be obtained from the company / directors to this effect and kept on record in terms of guidelines issued by SASTRA Division on wilful defaulters.
3. Branch to ensure compliance of Pre-Disbursement Terms & Conditions of Sanction and to timely point out deficiencies (if any) in compliance of Pre-Disbursement Terms & Conditions of Sanction for taking corrective actions before disbursement.

LIST OF COVENANTS (15)

C1. The borrower shall maintain adequate books of accounts as per applicable accounting practices and standards, which should correctly, reflects its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.

C2. The borrower shall submit to the bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the bank as on the date of publication of the borrower accounts.

C3. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any agreed instalments of the loan on the due date(s) by the borrower, the Bank and / or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors / partners / proprietors as defaulters / wilful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit. (Regulatory)

Exemption: Name of directors of Government Undertakings are exempted from being reported as wilful Defaulters. Instead a legend 'Government of—— undertaking' shall be added.

C4. The bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time. (Regulatory)

C5. The borrower shall not induct a person whose name appears in the LWD (List of Wilful Defaulters) on its board or as a person in charge and responsible for the management of the affairs of the entity.

In case such a person is found to be on its Board or as a person in charge and responsible for the management of the affairs of the entity, the borrower would take expeditious and effective steps for removal of such a person from the board or from being in charge of its management.

Under no circumstances the bank will renew/ enhance/ provide fresh credit facilities or restructure existing facilities provided to such a borrower so long as the name of its promoter and/or the director (s) and/or the person in charge and responsible for the management of the affairs of the entity remains in the LWD.

Exemption:

A director other than whole-time director, including an independent director/ nominee director, shall not be considered as wilful defaulter unless it is conclusively established that:

- (i) the wilful default by the borrower or the guarantor has taken place with their consent or connivance or
- (ii) he/ she was aware of the fact of wilful default by the borrower or the guarantor, as revealed from the proceedings recorded in the minutes of the meeting of the



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Board or a Committee of the Board, but has not recorded his/ her objections to the same.

(Regulatory)

C6. In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests.

Cross default will be defined as:

- a. Default by the borrower to any other bank under Consortium / MBA
- OR
- b. Default by the borrower's associate / sister concern / subsidiary to our Bank

Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C7. In case of default not corrected within 60 days or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The bank shall have the right to convert loan to equity or other capital in accordance the regulatory guidelines.

Exemption: The above covenant shall not be applicable in either of the following cases:

- (i) Borrowal accounts of PSUs/Government entities created under specific Central/State Government Statute/Legislation.
- (ii) Borrowal accounts Guaranteed by Central /State Government.

C8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants / appoint ASM of the Bank's choice and conduct Stock and Receivable Audits at the prescribed periodicity as per Banks laid down guidelines. Cost of such inspections / Audits shall be borne by the borrower.

C9. After provision of tax and other statutory liabilities, unless expressly permitted otherwise, the bank will have a first right on the profits of the borrower for repayment of amounts due to the bank.

In case of Multiple Banking Arrangement/ Consortium, right on the profits of the borrower for repayment shall be on priority of charge/proportionate basis, as the case may be.

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C10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business: for instance, if the monthly production of sales are substantially less than what had been indicated, the borrower shall immediately inform the bank with explanations and the remedial steps taken and / or proposed to be taken.

C11. Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) gets diluted below current level or 51% of the controlling stake (whichever is lower), without prior permission of the Bank - for which 60 days' prior notice shall be required. In case of limited liability partnerships and partnership firm 'promoters' would mean managing partner for the purpose of this covenant.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C12. The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines.

C13. Promoter's shares in the borrowing entity should not be pledged to any Bank / NBFC / Institution without our prior consent.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

C14. Only for Term Loans (> Rs 50 crores) - Covenants (in relation to the undernoted parameters) (i.e. DSCR, Int. Coverage, ACR, Debt Equity ratio) are to be stipulated for all term loans and these are required to be tested annually on the basis of Audited Balance Sheet (ABS). Penal Charges will be levied in case of breach of any two of the four parameters vis-à-vis values as approved by the sanctioning authority in the sanction note. The penal charges will apply from the day after the date of ABS, and shall continue till the breach is cured. The details are as under:

| Parameter | Benchmark for annual testing | Penalty for adverse deviation in ratios |
|----------------------|--|---|
| DSCR | As per Bank's extant guidelines on benchmark ratios or as decided by sanctioning authority | • Upto 10 % - NIL |
| Interest Coverage | | • More than 10 % - 0.50 % p.a. |
| Asset Coverage ratio | | |
| Debt Equity ratio | | |

Further, it may be specifically indicated that the breach of financial covenant may be considered by lenders as an Event of Default.

C15. Each of the following events will attract penal charges as applicable, at rates circulated from time to time, except specifically permitted by the competent authority:

- a. Default in repayment of loans;



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 Email ID: clpca9@pnb.co.in

- b. Irregularities In cash credit / Overdraft accounts;
- c. Non-payment of demand bills on presentation and non-acceptance/non-payment of usance bills on due dates;
- d. Overdue bills either not debited in case of ODD or where Drawing Power is not reduced in case of Advance against Bills for Collection bills (ABC bills);
- e. Non-submission of stock statements;
- f. Non-Submission of documents for review/renewal;
- g. Excess borrowings arising out of excess current assets;
- h. Non-submission of information under the Quarterly Monitoring System (QMS) as per the terms & condition of sanction;
- i. Non creation/perfection of Security as per Terms and conditions of sanction;
- j. Non Compliance of Terms & Conditions of sanction (other than specified above); and
- k. Non submission of external rating by eligible borrowers.

LIST OF NEGATIVE COVENANTS (19)

NC1. In the event of default, or where signs of inherent weakness are apparent, The Bank shall have the right to securitise the assets charged and in the event of such securitization, the Bank will suitably inform the borrower(s) and guarantor(s)

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC2. Formulate any scheme of amalgamation or reconstruction.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC3. Undertake any new project, implement any scheme of expansion/diversification or capital expenditure or acquire fixed assets (except normal replacements indicated in funds flow statement submitted to and approved by the bank) If such investment results into breach of financial covenants or diversion of working capital funds to financing of long-term assets.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC4. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group companies) / normal trade credit or security deposits in the ordinary course of business or advances to employee can, however, be extended. Such investment should not result in breach of financial covenants relating to TOL/ Adj. TNW and current ratio agreed upon at the time of sanction.

MID CORPORATE CENTRE, NEW DELHI - I

9/90 P-Block, Connaught Place, New Delhi - 110 001

Email ID: clpca9@pnb.co.in

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC5. Enter into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction.

NC6. Undertake any guarantee or letter of comfort in the nature of guarantee on behalf of any other company (including group companies).

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC7. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that such distribution may be permitted only if no event of default/breach in financial covenant is subsisting in any repayment obligations to the Bank.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC8. Create any charge, lien or encumbrance over the assets charged to the bank in favour of any financial institution, bank, company, firm or persons.

Exemption. The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC9. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level. (Not applicable for unsecured loans.)

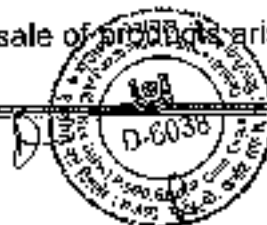
NC10. Enter into any contractual obligation of a long-term nature or which, in the reasonable assessment of the Bank, is detrimental to lender's interest, viz. acquisitions beyond the capability of borrower as determined by the present scale of operations or tangible net worth of the borrower/ net means of promoters etc., leveraged buyout etc.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC11. Change the practice with regard to remuneration of Directors by means of ordinary, remuneration or commission, scale of sitting fees etc, except where mandated by any legal or regulatory provisions.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC12. Undertake any trading activity other than sale of products arising out of its own manufacturing operations.



Exemption: The above covenant is not applicable in case finance is for trading activity only or where Credit facility has been provided to NBFC.

NC13. Permit any transfer of the controlling interest or make any drastic change in the management set-up including resignation of promoter directors.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC14. Repay monies brought in by the Promoters / Directors / Principal Shareholder and their friends and relatives by way of deposits / loans / advances. Further, the rate of interest, if any, payable on such deposits / loans / advance should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of instalments to term loans granted / deferred payment guarantees executed by the bank or other repayment obligations, if any, due from the borrower to the Bank.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

NC15. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries / group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise.

NC16(a) - The borrower shall open/ maintain current account/s in accordance with the RBI guidelines issued from time to time. *(Regulatory)*

NC16(b) - The Borrower shall deal with us exclusively under sole banking arrangement. In case of facilities under Consortium/ multiple banking arrangement, the borrower shall offer the bank (on a right of first refusal basis) at least pro-rata business relating to their activities including deposits, remittances, non-fund based transactions including LC's/ BG's, bills/ cheque purchase, Forex transactions and any interest rate or currency hedging business, Merchant Banking, IPO/ FPO, Capital market transactions, Cash Management Product, Vehicle Loan etc.

NC17. No commission to be paid by the borrowers to the guarantors for guaranteeing the credit facilities sanctioned by the Bank to the borrowers.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank

NC18. Approach capital market for mobilizing additional resources either in the form of debt or equity.

Exemption: The above covenant is not applicable for Central and State PSUs availing credit facilities from our Bank.

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NC19. Fund Based Limits in Term Loan should be regulated through an Escrow Mechanism as agreed among banks to avoid any kind of diversion of funds.

Assessment Officer

CPC Head

