

Kuldeep Jaiswal
Advocate

Office:-

5, Haridwar Road
Dehradun - 248001
Mob : 9412368828

Residence:-

43, Sanjay Colony
Guru Road, Dehradun.

Date 21.02.2019

To

The AGM/Senior Manager,
Bank of Baroda
Regional Office,
Indira Nagar, Dehradun

Dear Sir/Madam,

Sub: Report/opinion certifying non encumbrances in respect of all that land comprised in Khasra no. 166 measuring 185.87 sq. mtrs., situated in Vishnu Puram, Lane No.1, Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun owned by Sh. Harshmani Awasthi S/o Sh. Radha Krishan Awasthi R/o Village & P.O. Gevla, Distt. Uttarkashi.

I refer to your letter No.....NIL..... [Verbal instruction dated 18.02.2019] requesting me to furnish, non encumbrances, certifying and submitting the Title cum Opinion Report about the clear and marketable title to the property mentioned above proposed to be mortgaged for securing the credit facility(s) granted/proposed to be granted to titleholder/mortgagor namely Sh. Harshmani Awasthi.

1.	Description and Area of the property proposed to be mortgaged with Specific number(s) and address of property along with boundaries and measurements.	All that land comprised in Khasra no. 166 measuring 185.87 sq. mtrs., situated in Vishnu Puram, Lane No.1, Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun, bounded and butted as:-
----	---	--

Kuldeep

		North by: Property of Sh. Anil Kothiyal, side measuring 42 ft. South by: 20 ft wide passage, side measuring 38 ft. East by: Land of Sh. Rajesh Juyal, side measuring 50ft. West by: Land of others, side measuring 50 ft
2.	Nature of Property (Whether Agricultural, Non-Agricultural, Commercial, Residential or Industrial. If Non Agricultural, the reference & date of conversion order from the competent authority should also be mentioned.	Residential plot of land.
3.	Name of the Mortgagor/Owner and status in the Account i.e. borrower or guarantor and whether Individual, Sole Proprietor, Partner, Director, Karta or Trustee.	Sh. Harshmani Awasthi S/o Sh. Radha Krishan Awasthi R/o Village & P.O. Gevla, Distt. Uttarkashi is the exclusive owner of the land in his individual capacity.
4.	Whether any minor lunatic or undischarged or insolvent is involved. Confirm that the Mortgagor has sufficient title and capacity to contract. Precautionary steps to be taken.	No minor, lunatic or undischarged or insolvent person is involved in respect of the plot of land detailed herein. It is confirmed that proposed mortgagor has sufficient title and have capacity to contract in respect of "said land".

Buldeep

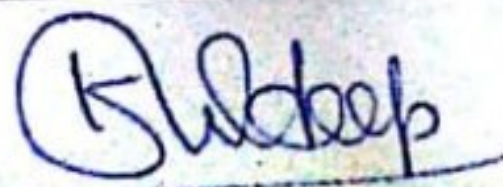
5.	Whether the property is Freehold or leasehold. If Leasehold then period of lease and if Freeholder whether urban land Ceiling Act applies and permission to be obtained.	Freehold land is involved which is situated within the limits of Nagar Nigam, Dehradun. Provisions of Urban Land Ceiling are not applicable.
6.	Source of property i.e. self acquired of ancestral then mode of succession and whether original will/probate is available.	Self acquired land which was purchased by mortgagor vide sale deed dated 13.04.2015.
7.	Whether the mortgagor is co-owner/joint owner and/or any partition of the Property is made between the members of the family through partition deed.	The proposed mortgagor is the sole & absolute owner of the land involved.
8.	Whether the mortgagor is in exclusive possession of the prop of it is leased/rented out to 3 rd party.	As per information provided by borrower, the land is in his exclusive possession as absolute owner thereof.
9.	Whether the prop is mutated in the municipal/revenue records & mortgagor's name is reflecting the, if not, the reason thereof.	Name of the titleholder is recorded in the records of Khatauni at Khata No. 358 pertaining to 1416-1421 Fasli Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun.

Atuldeep

10.	Whether any restriction for creation of mortgage is imposed under central/state local laws. If yes then specify whose consent or permission would be required for creation of mortgage.	No.
11.	Whether all the original title deed including title deed and other relevant document are available. Please give details.	As reported by the titleholder the original title deed is available with him.
12.	Whether the advocate has personally visited the sub registrar/revenue/municipal office and examined the records.	Yes. I the undersigned personally visited in the office of Sub Registrar, Dehradun on 20.02.2019. In token of my above search I am enclosing the receipt No. 53/23 for a sum of Rs. 105/- issued by Sub Registrar-1 st , Dehradun and receipt No. 20/91 for a sum of Rs. 55/- issued by Sub Registrar-II Dehradun both dated 20.02.2019.
13.	Whether the search is being made for the Period of 30 years. If no reason thereof.	Yes. Report is based on inspection of record, as far as available in respect of period of 30 years in the office of Sub Registrars, Dehradun.

Deep

14.	Details of documents examined/scrutinised (this should be in chronological order with serial num/type/nature of document, date of execution, parties, date of registration details including the details of revenue/society record).	1. Original sale deed dated 13.04.2015 executed by Smt. Indira Dhyani and Sh. Himanshu Dhyani in favour of mortgagor Sh. Harshmani Awasthi. (Document No. 1357) 2. Certified copy of sale deed dated 20.07.2005 made by Smt. Saddikan through her husband and attorney Sh. Abdul Rehman. (Document no. 5172) 3. Certified copy of PoA dated 30.05.2005 executed by Smt. Saddikan in favour of Sh. Abdul Rehman. (Document no. 2287) 4. Extract of Khatauni Khata no. 3558 pertaining to 1416-1421 Fasli of Mauza Mothrowala, Dehradun. 5. Certified copy of punarakshit Khasra 1400 Fasli Mauza Mothrowala, Dehradun. 6. Extract of Khatauni Khata no. 95 pertaining to 1377-1379 Fasli of Mauza Mothrowala, Dehradun. 7. Copy of building plan no. R-1594/17-18 sanctioned by MDDA on 09.11.2017.
-----	--	--



15.	Tracing the Chain of title in favour of the mortgagor/owner starting from the earliest documents available. The nature of documents/Deed conveying the title should be mention with description of properties along type of right it creates.	Revenue records reveals that since before the application of UPZA & LR Act One Sh. Makhdum Baksh S/o Sh. Meera Baksh R/o Village Ajabpur Kalan Dehradun was the owner of all that land comprised in Khasra no. 29 measuring 0.82 acre and some other land situated in Mauza Mothrowala, Pargana Pachwa Doon, District Dehradun.
	Sh. Makhdum aforesaid executed a WILL in favour of Smt. Saddikan & others. Name of the aforesaid owners were mutated by Naib Tehsildar Dehradun in mutation case no. 464 vide an order dated 10.07.1975. The said entry reflects in the records of Khatauni at Khata no.95 pertaining to 1377-1379 fasli of Mauza Mothrowala Dehradun and land subject to this certificate fell in the share of Smt. Saddikan. Settlement proceedings since have been concluded in Mauza Mothrowala, Dehradun and new Khasra number has been assigned to the said land is 166. Smt. Saddikan executed a PoA in favour of her husband Sh. Abdul Rehman vide an Indenture dated 30.05.2005 duly registered in the office of sub Registrar-I, Dehradun in Book No. I, Vol. 109 page 401 Addl. File Book No. IV Vol. 184 at pages 479/786 as document No. 2287 on 30.05.2005. Aforesaid Smt. Saddikan through her husband and attorney Sh. Abdul Rehman sold a portion of land comprised in Khasra no. 166 measuring 748 Sq. meters to Sh. Girish Chandra Dhyani S/o Sh. Tara Dutt Dhyani R/o Village Jakhal Vikaskhand Salt, Tehsil Vikyasain,	

(Signature)

Distt. Almora vide a sale deed dated 20.07.2005 duly registered in the office of sub Registrar-II, Dehradun in Book No. I, Vol. 137 page 961 Addl. File Book No. 1 Vol. 1522 at pages 189/200 as document No. 5172 on 20.07.2005.

Sh. Girish Chandra Dhyani died leaving behind his widow namely Smt. Indira Dhyani and son Sh. Himanshu Dhyani as legal heirs of the deceased. Name of the aforesaid owners was mutated by Supervisor Kanungo vide प०क० 11क Sl. No. 1 vide an order dated 21.02.2015. The said entry reflects in the records of Khatauni at Khata no. 358 pertaining 1416-1421 fasli of Mauza Mothrowala, Dehradun.

Smt. Indira Dhyani and her son Sh. Himanshu Dhyani sold a portion of land comprised in Khasra No. 166 measuring 185.87 Sq. meters to the titleholder namely Sh. Harshmani Awasthi vide a sale deed dated 13.04.2015 duly registered in the office of Sub-Registrar-II, Dehradun in Book No. 1 Vol. 5806, at Pages 251/278 as document No. 1357 on 13.04.2015.

Name of the titleholder/mortgagor is recorded in the records of Khatauni at Khata No. 358 pertaining to 1416-1421 Fasli Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun on the strength of an order dated 26.05.2015 passed by Tehsildar, Dehradun in mutation case no. 4480/2015.

The titleholder namely sh. Harshmani Awasthi intends to construct residential house on the said plot of land on the basis of building plan no. R-1594/17-18 sanctioned by MDDA on 09.11.2017.

Accordingly chain of title is complete and the said property is proposed to be mortgaged.

Ardeep

16.	Whether there is any doubt/suspicion about the genuineness of the original documents. If yes, then specify.	No.
17.	The final Certificate of the Advocate confirming that title of the property to be mortgaged is examined by him and the same is clear and marketable.	The undersigned Advocate on the basis of inspection of revenue records and that of registration offices in Dehradun Head Quarter and Tehsil, hereby confirm & certify absolute title of the proposed mortgagor over the land described herein free from all encumbrances.
18.	List of documents to be deposited for creation of Mortgage by the Mortgagor including any additional document required in addition to the documents available.	1. Original sale deed dated 13.04.2015 executed by Smt. Indira Dhyani and Sh. Himanshu Dhyani in favour of mortgagor Sh. Harshmani Awasthi. (Document No. 1357) 2. Certified copy of sale deed dated 20.07.2005 made by Smt. Saddikan through her husband and attorney Sh. Abdul Rehman. (Document no. 5172) 3. Certified copy of PoA dated 30.05.2005 executed by Smt. Saddikan in favour of Sh. Abdul Rehman. (Document no. 2287)

(A) Adeb

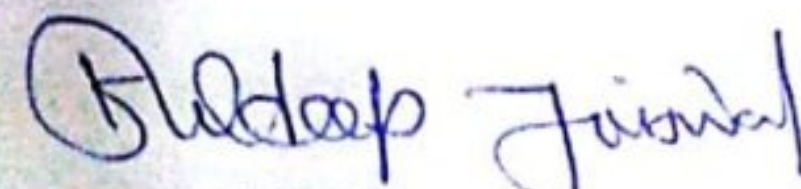
		4. Extract of Khatauni Khata no. 3558 pertaining to 1416-1421 Fasli of Mauza Mothrowala, Dehradun. 5. Certified copy of punarakshit Khasra 1400 Fasli Mauza Mothrowala, Dehradun. 6. Extract of Khatauni Khata no. 95 pertaining to 1377-1379 Fasli of Mauza Mothrowala, Dehradun. 7. Copy of building plan no. R-1594/17-18 sanctioned by MDDA on 09.11.2017. Undertaking from mortgagor. 8. Affidavit of mortgagor namely Sh. Harshmani Awasthi. 9. Undertaking from mortgagor namely Sh. Harshmani Awasthi. 10. Inspection receipts issued by Sub Registrar I & II, Dehradun.
19.	Whether and additional formalities to be completed by the proposed mortgagor. If yes, state specifically in case of flat/property in co-operative society, whether allotment letter, possession letter, share certificates, affidavit, Power of Attorney etc. is required.	No.

(K) Deep

There are no legal impediments for creation of the mortgage under any applicable law. In case of default, recovery proceedings can be initiated under the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act (54 of 2002).

Enclosure:

1. Certified copy of sale deed dated 13.04.2015 executed by Smt. Indira Dhyani and Sh. Himanshu Dhyani in favour of mortgagor Sh. Harshmani Awasthi. (Document No. 1357)
2. Certified copy of sale deed dated 20.07.2005 made by Smt. Saddikan through her husband and attorney Sh. Abdul Rehman. (Document no. 5172)
3. Certified copy of PoA dated 30.05.2005 executed by Smt. Saddikan in favour of Sh. Abdul Rehman. (Document no. 2287)
4. Extract of Khatauni Khata no. 3558 pertaining to 1416-1421 Fasli of Mauza Mothrowala, Dehradun.
5. Certified copy of punarakshit Khasra 1400 Fasli Mauza Mothrowala, Dehradun.
6. Extract of Khatauni Khata no. 95 pertaining to 1377-1379 Fasli of Mauza Mothrowala, Dehradun.
7. Copy of building plan no. R-1594/17-18 sanctioned by MDDA on 09.11.2017.
8. Affidavit of mortgagor namely Sh. Harshmani Awasthi.
9. Undertaking from mortgagor namely Sh. Harshmani Awasthi.
10. Receipt No. 53/23 for a sum of Rs. 105/- issued by Sub Registrar-1st, Dehradun and receipt No. 20/91 for a sum of Rs. 55/- issued by Sub Registrar-II Dehradun both dated 20.02.2019.



Kuldeep Jaiswal
Advocate

Kuldeep Jaiswal

Before the concerned authorities of Bank of Baroda,
Branch Ajabpur, Distt. Dehradun

Affidavit of Sh. Harshmani Awasthi S/o Sh. Radha Krishan
Awasthi R/o Village & P.O. Gevla , Distt. Uttarkashi.

...Deponent

I, the deponent named above make oath and state as under: -

1. That the deponent is the sole & exclusive owner of all that residential plot of land comprised in Khasra no. 166 measuring 185.87 sq. mtrs., situated in Vishnu Puram, Lane No.1, Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun; more particularly described at the foot of this affidavit, hereinafter called the 'said land'.
2. That the said land has been purchased by the deponent from Smt. Indira Dhyani W/o Late Sh. Girish Chandra Dhyani & Sh. Himanshu Dhyani S/o Late Sh. Girish Chandra Dhyani both residents of Village Jakhal Vikaskhand Salt, Tehsil Vikyasain, Distt. Almora vide a sale deed dated 13.04.2015, duly registered in the office of Sub-Registrar-II, Dehradun in Book No. 1 Vol. 5806, at Pages 251/278 as document No. 1357 on 13.04.2015.
3. That name of the deponent is recorded in the records of Khatauni at Khata No. 358 pertaining to 1416-1421 Fasli Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun on the strength of an order dated 26.05.2015 passed by Tehsildar, Dehradun in mutation case no. 4480/2015.

4. That the deponent intends to construct residential house on the said plot of land on the basis of building plan no. R-1594/17-18 sanctioned by MDDA on 09.11.2017.
5. That the loan amount shall be utilized within a period of one year from the date of its disbursement. The loan shall not be used for any purpose other than it is being sanctioned. The deponent knows that in case of violation of this condition, deponent may be prosecuted for criminal offence. The Bank may charge, in case of violation of the terms & conditions of loan, commercial and/or penal interest at the rate as prescribed to the minimum of 2% per annum.
6. That the deponent has purchased the aforesaid land out of his own funds without any aid of Joint Family Funds or HUF.
7. That the said land is free from all encumbrances, charges, liens and court attachments. The deponent has right to mortgage the said land with the Bank.
8. That in order to secure the housing loan that may be granted by the Bank, the said land and future building shall stand mortgaged with the Bank as security.
9. That the deponent undertakes to keep the title of the said property clear till dues of the Bank are paid back. The deponent shall not part with possession of the said property or any part thereof without prior written permission of the Bank.
10. That the deponent shall not commit any act or omission so as to diminish the value of the said land/property in future.

11. That the deponent shall abide himself with the terms of grant of loan accommodation and shall continue to do so till entire dues of the Bank are paid back.
12. That the deponent knows that the future constructions on the aforesaid land shall also stand mortgaged with the Bank as security of the loan and the Bank shall be free to recover its dues from the entire property.
13. That the land aforesaid is not being used for any agricultural activity including cultivation, horticulture, animal husbandry, pisciculture and poultry farming. Its use is non-agricultural.
14. That the Bank shall be entitled to initiate recovery proceedings under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
15. That the deponent has undertaken not to take protection of any Act, law, practice or procedure against any recovery proceedings that may be initiated by the Bank at any time in future.
16. That the deponent further declares that no adverse claim of any kind subsists against the said land nor any adverse claim shall be allowed against the said land/property.
17. That no court proceedings or litigations of any kind have ever been initiated by any one in respect of the said land.

18. That the deponent declares that all the title deeds, documents and/or writings concerning the said land are being deposited with the Bank in terms of details given herein below. It is further declared that the deponent do not have in his possession any other document relating to the said land.
19. That there is no liability of any kind from any department on any account against the deponent or the said land.
20. That the deponent hereby declares that he has not executed any Power of Attorney in favour of any person(s) and did never authorise any person(s) in any manner to deal with the said land mentioned herein below. The deponent further declares that no such Power of Attorney/authority shall be executed or given in future, till the land is held as security by Bank of Baroda, Branch Ajabpur Kalan, Dehradun.
21. That the deponent hereby further declares that he has undertaken to indemnify and keep indemnified the Bank fully and effectually against all claim demands, charges and expenses whatsoever in respect of the said land as aforesaid.
22. That the deponent further make this declaration solemnly sincerely and conscientiously knowing the same to be true and knowing that on the faith of the said declaration the Bank has given and agreed to continue to give him the said banking and financial facilities.

Description of the said land

All that land comprised in Khasra no. 166 measuring 185.87 sq. mtrs., situated in Vishnu Puram, Lane No.1, Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun, bounded and butted as: -

North by: Property of Sh. Anil Kothiyal, side measuring 42 ft.
 South by: 20 ft wide passage, side measuring 38 ft.
 East by : Land of Sh. Rajesh Juyal, side measuring 50ft.
 West by: Land of others, side measuring 50 ft.

.....Deponent

I, the Deponent named above make oath and state that the contents of this affidavit in Paras 1 to 22 and Schedules are true to my personal knowledge. Nothing is concealed therein and no part of it is false.

Verified at Dehradun on this Day of2019.

.....Deponent

UNDERTAKING
Before the Chief Manager Bank of Baroda,
Branch Ajabpur, Dehradun.

Declaration of Sh. Harshmani Awasthi S/o Sh. Radha Krishan Awasthi R/o
Village & P.O. Gevla , Distt. Uttarkashi.

.....Declarant

I the declarant named above do hereby solemnly declare and undertake as under:-

1. That my name mentioned above, father's name and address is correct and true. Also the declarant is acquainted with the facts deposed hereunder.
2. That the declarant is raising loan from Bank of Baroda for the purpose of construction over the said land and said construction shall be for the purpose of residence only.
3. That the construction proposed is not for any commercial activity.
4. That the property, subject to mortgage is described hereunder.
5. That the declarant solemnly declares and undertakes that the said land is not subject matter of any acquisition proceedings, attachments. I declare that no litigation of any kind is pending in any court, tribunals etc. in respect of the said land.
6. That the declarant solemnly declares and undertakes that the said land free from all kinds of sale, transfer, attachments and encumbrance etc.

7. That the declarant solemnly declare and undertake that the declarant has got sanctioned a building plan for the purpose of proposed construction.
8. That the declarant solemnly declare and undertake that the declarant will raise the construction on the said plot of land as per sanctioned plan and the declarant shall not violate the terms and conditions of the sanction plan as provided by the MDDA.
9. That the declarant solemnly declare and undertake that I shall not sell or otherwise transfer or alienate the said land until the entire loan amount given to me is fully paid by me and till the declarant gets the discharge confirmed by the Bank of Baroda Branch Ajabpur, Dehradun.
10. That the declarant solemnly declare and undertake that in case, the declarant sells the said land, during the continuation of the aforesaid loan and the declarant will adjust the aforesaid loan amount before stipulated time than the declarant shall then pay commercial rate of interest together with pre-closer charges.

Schedule of Property

All that land comprised in Khasra no. 166 measuring 185.87 sq. mtrs., situated in Vishnu Puram, Lane No.1, Mauza Mothrowala, Pargana Pachwa Doon, Distt. Dehradun, bounded and butted as: -

North by: Property of Sh. Anil Kothiyal, side measuring 42 ft.

South by: 20 ft wide passage, side measuring 38 ft.

East by : Land of Sh. Rajesh Juyal, side measuring 50ft.

West by: Land of others, side measuring 50 ft.

Verification: I the declarant name above do hereby solemnly affirm that the contents of the above undertaking from para 1 to 10 are true to my personal knowledge. No part of it is false and no material has been concealed. So Help me God. Verified at Dehradun onday of 2019.

UNDERTAKING
Before the Senior Manager Bank of Baroda,
Branch Ajabpur, Dehradun.

Declaration of Sh. Harshmani Awasthi S/o Sh. Radha Krishan Awasthi R/o
Village & P.O. Gevla , Distt. Uttarkashi.

.....Declarant

I the declarant named above do hereby solemnly declare and undertake as under:-

1. That my name mentioned above, father's name and address is correct and true. Also the declarant is acquainted with the facts deposed hereunder.
2. That the declarant is raising loan from Bank of Baroda for the purpose of construction over the said land and said construction shall be for the purpose of residence only.
3. That the construction proposed is not for any commercial activity.
4. That the property, subject to mortgage is described hereunder.
5. That the declarant solemnly declares and undertakes that the said land is not subject matter of any acquisition proceedings, attachments. I declare that no litigation of any kind is pending in any court, tribunals etc. in respect of the said land.
6. That the declarant solemnly declares and undertakes that the said land free from all kinds of sale, transfer, attachments and encumbrance etc.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये

TWENTY
THOUSAND RUPEES

Rs. 20000

राखण्ड UTTARAKHAND

188526

188526

कोषाधिकारी
गैर देवदत्त

9 APR 2015

नं. 100

खंड सं. 001



विक्रय पत्र

(1) श्रीमती इन्दिरा ध्यानी पत्नी स्व० श्री गिरीश चन्द्र ध्यानी एवं (2) श्री हिमांशु ध्यानी पुत्र स्व० श्री गिरीश चन्द्र ध्यानी निवासी गण ग्राम जखल विकासखण्ड सल्ट, तहसील विजयागण, जिला अल्मोड़ा हाल निवासीगण बी-325, इन्दरा नगर, लखनऊ, उत्तर प्रदेश (कि जिन्हें आगे इस विक्रय विलेख में "विक्रेतागण" कहकर सम्बोधित किया गया है)

.....विक्रेतागण

श्री हर्षमणि अवस्थी पुत्र श्री राधाकृष्ण अवस्थी निवासी ग्राम व पो०ओ० गेवला, जिला उत्तरकाशी (कि जिसे आगे इस विक्रय विलेख में "क्रेता" कहकर सम्बोधित किया गया है)

.....क्रेता

(2)

Indira Dhyani

LL

100



उत्तराखण्ड UTTARAKHAND

A 560812

A 560812

यह कि विक्रेतागण इस मिलेख को सूची में वर्णित भूमि के संयुक्त स्वामी, भूमिधर मालिक काविज है, जिसका कि पूर्ण विवरण इस विक्रय पत्र के अन्त में सूची सम्पत्ति में दिया गया है। विक्रेतागण के पति/पिता श्री गिरीश चन्द्र ध्यानी ने सूची में वर्णित भूमि व अन्य भूमि वजरिये पंजीकृत विक्रय पत्र दिनांक 20-07-2005 के द्वारा श्रीमती सदीकन पुत्री श्री अली मौहम्मद पत्नी श्री अब्दुल रहमान द्वारा अपने पति एवं मुख्तारआम श्री अब्दुल रहमान पुत्र श्री सुवराती से क्रय की थी, जो कि सब रजिस्ट्रार कार्यालय देहरादून में बही संख्या 1, जिल्द 137 के पृष्ठ 901 एंड 902 फाईल पुक संख्या 1, जिल्द 1522 के पृष्ठ 189 से 200 में नं० 5172 पर दिनांक 20-07-2005 का विधिवत रूप से दर्ज व पंजीकृत है। श्री गिरीश चन्द्र ध्यानी का देहान्त हो चुका है तथा उनके देहान्त के उपरान्त सूची में वर्णित भूमि विक्रेतागण को विरासत में प्राप्त हुई है तथा विक्रेतागण का नाम राजस्व अभिलेखों में बतौर संग्रहणीय भूमिधर दर्ज व अंकित है। इस प्रकार विक्रेतागण को सूची में वर्णित भूमि को विक्रीत करने, हस्तान्तरण करने, अन्तरण करने आदि आदि के सम्पूर्ण अधिकार प्राप्त है।

यह कि इस विक्रय मिलेख के अन्त में दी गई सूची में वर्णित भूमि हर प्रकार के भार, अधिभार, बन्धन, बंधन, आश्रित, कुकी, वाद-विवाद, कर्जा सरकारी, गैर सरकारी आदि से पूर्णतः मुक्त है तथा विक्रेतागण को विक्रीत भूमि को हर प्रकार से प्रयोग उपयोग, उपभोग, विक्रीत, अन्तरित एवं हस्तांतरित आदि करने का अधिकार प्राप्त है। सूची में वर्णित भूगो विक्रय किये जाने में कोई विधिक अड़चन नहीं है।

Andi... Dhyani

(3)





उत्तरांचल UTTARANCHAL

गढ़वाँ देहरादून

146060

7 APR 2015

निगल फ़ैला

कोड सं. 001

यह क्रिमेयक्रोतागण इस विक्रय विलेख की सूची में वर्णित भूमि क्रेता को मु० 9,63,000/- (नौ लाख तरेसठ हजार रुपये मात्र) की एवज में विक्रय करने को सहमत है तथा क्रेता भी इसी क्रमगत में सूची में वर्णित भूमि क्रय करने को सहमत है, इस कारण यह विक्रय विलेख अंकित किया जा रहा है।

अतः यह विक्रय विलेख निम्न साद्व्यापित करता है:-

1. यह कि विक्रेतागण ने इस विक्रय विलेख की सूची में वर्णित भूमि तथा उसमें निहित अपने समस्त अधिकार, सुखाधिकार जिनमें हवा, पानी, रास्ता, नाली आदि के अधिकार सम्मिलित हैं तथा वह अधिकार जो विक्रेतागण को वर्तमान में प्राप्त है तथा वह अधिकार जो विक्रेतागण को भविष्य में प्राप्त हो सकते हैं, सहित स्थायी रूप से सदैव हेतु क्रेता को मुबलिग 9,63,000/- (नौ लाख तरेसठ हजार रुपये मात्र) की एवज में विक्रय, अन्तर्गत, हस्तांतरित कर दी है तथा सूची में वर्णित भूमि से अपना कब्जा हटाकर व उठाकर क्रेता को अपने समतुल्य सूची में वर्णित भूमि पर बतौर मालिक, स्वामी, कालिज व अध्यासित करा दिया है।
2. यह कि क्रेता ने उपरोक्त वर्णित इकाय को अन्तर्गत विक्रेतागण को विक्रय प्रतिफल राशि रुपये 9,63,000/- (नौ लाख तरेसठ हजार रुपये मात्र) द्वारा बैंक संख्या 899759 दिनांक 13-04-2015 भारत भारतीय स्टेट बैंक, शाखा ब्रह्मखाल, उत्तरकाशी अदा करे दा है, जिसकी प्राप्ति की पुष्टि विक्रेतागण उप निबन्धक, देहरादून के समक्ष करते हैं।

अध्यासित

(4)



उत्तरांचल UTTARANCHAL

146336

9 APR 2015

3. यह कि आज से विक्रेतागण को सूची में वर्णित भूमि पर कोई हक व अधिकार नहीं रह गया है। आज से क्रेता सूची में वर्णित भूमि का एकमात्र मालिक, स्वामी, काबिज, अध्यासी हो गया है। क्रेता को अधिकार होगा कि वह सूची में वर्णित भूमि का जिस प्रकार चाहें प्रयोग करे, उपयोग करे, उपयोग करे, जल संयोग, विद्युत संयोग, सीवर संयोग, दूरभाष संयोग प्राप्त करे, मानचित्र स्वीकृत कराये, भवन निर्माण करे, अन्य किताब आवेदन को विनिर्दिष्ट, अन्तर्लिखित, हस्ताक्षरित करे, इसमें विक्रेतागण किसी प्रकार का आपत्ति करने के अधिकार नहीं होंगे।
4. यह कि सूची में वर्णित भूमि के बाबत आज तक जो भी देय आदि बाजिब होंगे उनको अदा करने को पूर्ण जिम्मेदार विक्रेतागण की होगी। आज के पश्चात अदा करने की जिम्मेदार क्रेता को होगी।
5. यह कि क्रेता को अधिकार होगा कि वह सम्बन्धित अभिलेखों से विक्रेतागण का नाम खारिज करवाकर अपना नाम पंजीर मालिक, स्वामी, दर्ज व अंकित करावे। नामांकन कार्यवाही में विक्रेतागण, क्रेता को पूर्ण सहयोग देंगे।
6. यह कि यदि भविष्य में क्रेता को विक्रेतागण से सूची में वर्णित भूमि की बाबत किसी प्रकार का कोई दस्तावेज अंकित करने अथवा बयान दिलाने की आवश्यकता पड़ती है तो ऐसा कार्यवाही विक्रेतागण, क्रेता के व्यय व अनुरोध पर करने के लिये बाध्य होंगे।

2nd... ..

...





उत्तरांचल UTTARANCHAL

मेवागार देहरादून

= 7 APR 2015

निगत किया

कोड सं. 001

146061

[Signature]

7. यह कि भविष्य में यदि विक्रीत की जा रही भूमि या उसका कोई भाग विक्रेतागण के किसी दोष के कारण क्रेता के स्वामित्व व अध्यासन से निकल जाता है तो उस दशा में होने वाली हानि का क्षतिपूर्ति क्रेता, विक्रेतागण से अथवा उसकी चल-अचल सम्पत्ति से प्राप्त करने का अधिकारी होगा।
8. यह कि इस विक्रय प्रिजेक्ट में सत्य विक्रेतागण व क्रेता में उनके वारिसान, उत्तराधिकारी, दत्त प्रतिनिधि आदि आदि समान रूप से सम्मिलित समझे जायेंगे।

चाँछित विवरण

- (1) विक्रेतागण एवं क्रेता के मध्य पूर्व में कोई विक्रय अनुबन्ध पत्र अंकित नहीं है।
- ✓ (2) विक्रेतागण एवं क्रेता अनुसूचित जाति अथवा अनुसूचित जनजाति से नहीं है तथा विक्रेतागण एवं क्रेता दोनों भारतीय नागरिक हैं।
- (3) विक्रीत सम्पत्ति सीलिंग के प्रावधानों से मुक्त है तथा विक्रीत भूमि की बाबत कोई सीलिंग विवाद लम्बित नहीं है।
- (4) विक्रीत भूमि में कोई पेड़, बाग, बावण्डीवाल, निर्माण आदि नहीं है।
- (5) विक्रीत भूमि मुख्य सहरनपुर हरिद्वार बाईपास रोड़ से लगभग दो किलोमीटर से अधिक दूरी पर एवं मोथरावाला मार्ग से लगभग 400 मीटर से अधिक दूरी पर स्थित है।

[Signature]

[Signature]

[Signature]

(5)



उत्तराखण्ड UTTARAKHAND

B 585740

19 APR 2015

- (6) विक्रीत भूमि नगर निगम देहरादून की सीमा के बाहर स्थित है।
- (7) विक्रीत भूमि औद्योगिक क्षेत्र में स्थित नहीं है।
- (8) सूची में वर्णित भूमि कलेक्टर महोदय, देहरादून द्वारा जारी सर्किल रेट में उल्लेखित मोडल/कालाना में स्थित नहीं है।
- (9) सूची में वर्णित भूमि के एक तरफ सड़क स्थित है।
- (10) यह कि विक्रीत की जा रही भूमि का मूल्य कलेक्टर देहरादून द्वारा निर्धारित सर्किल रेट मु० रुपये 4500/- प्रति वर्गमीटर की दर से मु० रु० 8,36,415/- आती है।
चूंकि सूची में वर्णित भूमि में 20 फिट चौड़ा अर्थात् 6 मीटर चौड़ा रास्ता है इस कारण भूमि के सम्पूर्ण अंगणीत मूल्यांकन पर 15 प्रतिशत की वृद्धि की जानी है जो कि मु० 1,25,403/- रुपये होती है। मूल्यांकन में 15 प्रतिशत की वृद्धि करने के उपरान्त भूमि की कुल कीमत मु० 9,61,878/- रुपये होती है। परन्तु स्टाम्प शुल्क विक्रय मूल्य मु० 9,63,000/- रुपये पर 5 प्रतिशत की दर से नियमानुसार मु० 48,200/- रुपये का अंश दिया जा रहा है।
- (11) यह कि प्रेता/प्रेता के परिवार के पास दिनांक 12-09-2003 से पूर्व उत्तराखण्ड में अचल सम्पत्ति है।

Indira Bhatnagar *Li*

(7)



उत्तराखण्ड UTTARAKHAND

B 585741

श्रीमान सम्पत्ति

भूमिधारी भूमि खाता खतानों संख्या 358 (परसली वर्ष 1410 से 1421) खसरा संख्या 166 रकबा 2000 वर्गफिट अर्थात् 185.87 वर्गमीटर स्थित मौजा मोथरोवाला, परगना केन्द्रीयदून, जिला देहरादून, जिसे संलग्न मानचित्र में पूर्ण रूप से दर्शाया गया है तथा जिसकी सीमाये व नाप निम्न प्रकार है:-

पूरब	:	भूमि विक्रेतागण जो आज ही अन्य विक्रय पत्र के माध्यम से श्री राजेश जुयाल को विक्रीत की जा रही है, सीमा में नाप 50 फिट
पश्चिम	:	भूमि अन्य, सीमा में नाप 50 फिट
उत्तर	:	भूमि श्री अनिल कोठियाल, सीमा में नाप 42 फिट
दक्षिण	:	20 फिट चौड़ा रास्ता, सीमा में नाप 38 फिट

अतः यह विक्रय विलेख विक्रेतागण एवं क्रेता ने आज दिनांक 13-04-2015 को स्थान देहरादून में साक्षीगण के समक्ष अंकित व निष्पादित किया ताकि समयानुसार काम आवे व सनद रहे।

Indira Singh
हस्ताक्षर विक्रेतागण

L L

[Signature]
हस्ताक्षर क्रेता

(6)



उत्तराखण्ड UTTARAKHAND

B 585739

29/04/2015

रजिस्ट्रेशन अधिनियम 1908 की धारा 32-ए के अनुपालन हेतु फिंगर प्रिंट्स
विक्रेतागण का नाम एवं पता- (1) शर्मिला इन्दिरा ध्यानी पत्नी स्व० श्री गिरीश
चन्द्र ध्यानी एवं (2) श्री दिगंशु ध्यानी पुत्र स्व० श्री गिरीश चन्द्र ध्यानी
निवासीगण ग्राम जखल विकासखण्ड सल्ट, तहसील विकासगंज, जिला अल्मोड़ा
हाल निवासीगण पी-325, इन्दिरा नगर, लखनऊ, उत्तर प्रदेश
विक्रेता संख्या 1 के बायें हाथ (Left Hand) की अंगुलियों के पिन्ह

अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठिका

विक्रेता संख्या 1 के दायें हाथ (Right Hand) की अंगुलियों के पिन्ह

अंगुष्ठ

तर्जनी

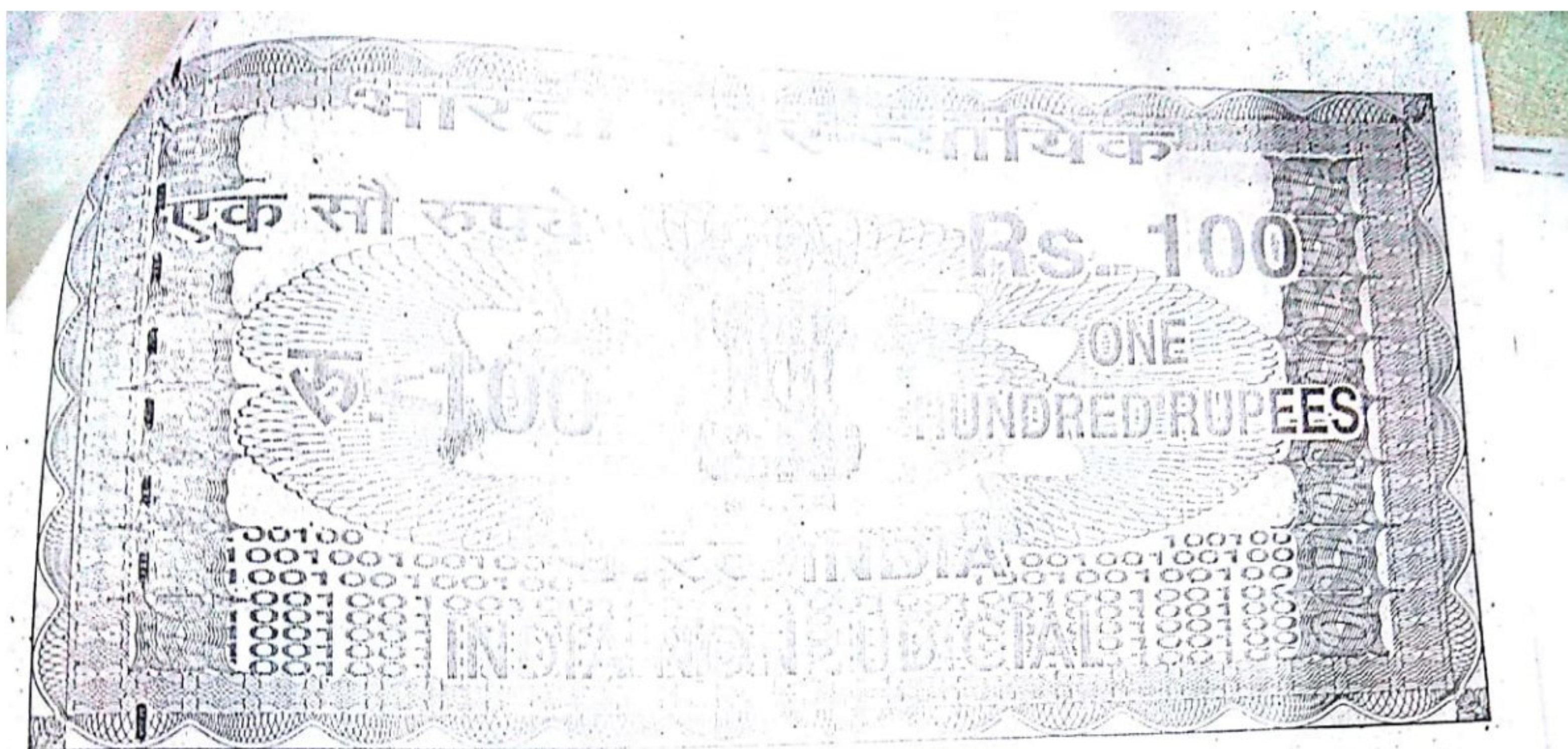
मध्यमा

अनामिका

कनिष्ठिका

Indira Dhyan

विक्रेता संख्या 1 के हस्ताक्षर



उत्तराखण्ड UTTARAKHAND

L 440327

विप्रेता संख्या 2 के बायें हाथ (Left Hand) के अंगुलियों के चिन्ह

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका

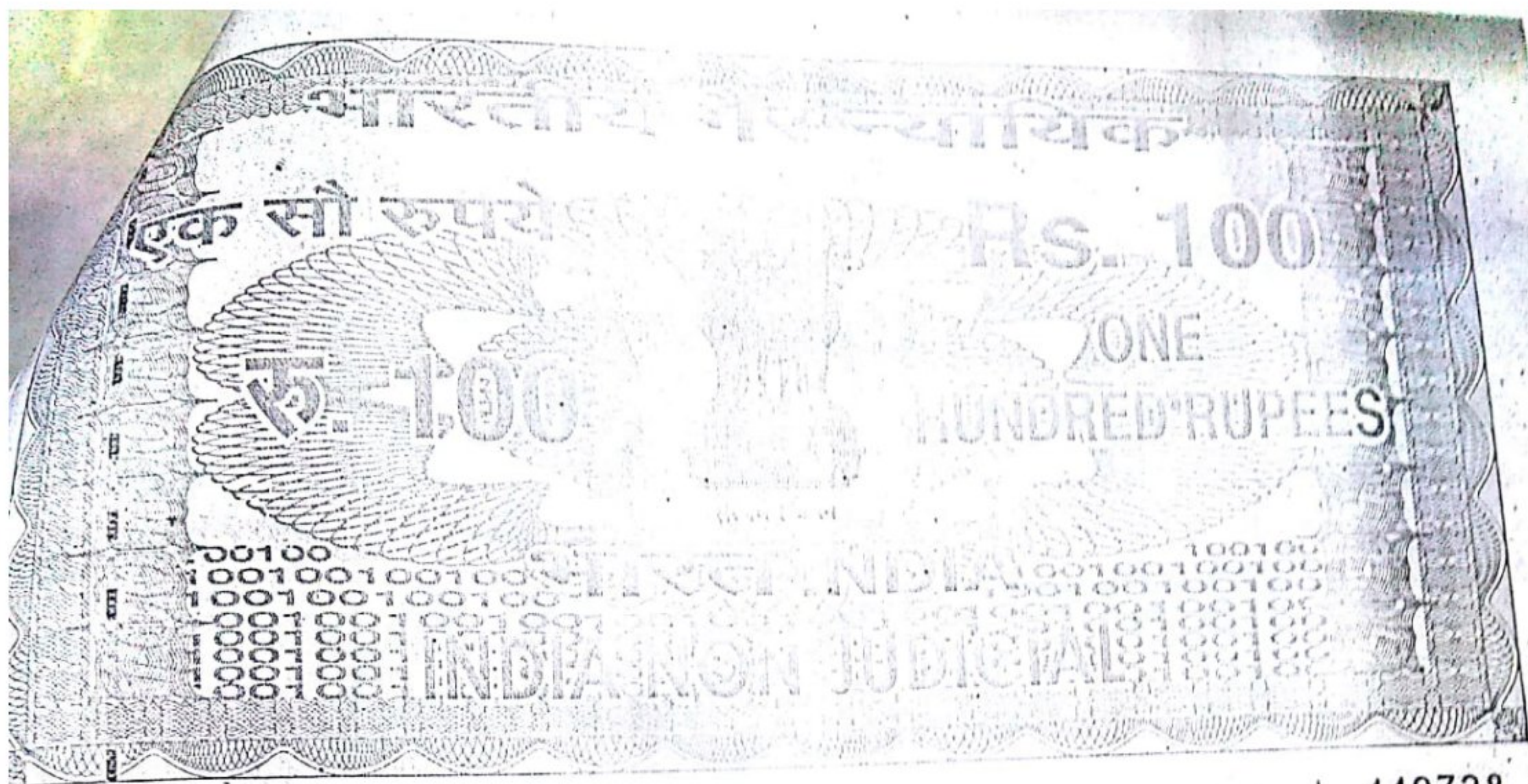
विप्रेता संख्या 2 के दायें हाथ (Right Hand) के अंगुलियों के चिन्ह

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका

विप्रेता संख्या 2 के हस्ताक्षर

Indira Dhyani

[Signature]



उत्तराखण्ड UTTARAKHAND

क्रेता का नाम एवं पते:- श्री हर्षनाथ अवस्थी पुत्र श्री राधाकृष्ण अवस्थी निवासी
ग्राम व पो०ओ० गेवला, जिला उत्तरकाशी
बाये हाथ (Left Hand) का अंगुलियों के विन्द
अंगुष्ठ तर्जनी मध्यमा अनामिका कनिष्ठिका

सर्जनी।

मध्यमा अनामिका

कनिष्ठिका

अंगुष्ठ (Right Hand) चार अंगुलियों के जिन्हें चार
तर्जनी मध्यमा अनामिका

तर्जनी

गृह्यना अनागिपते

कनिष्ठिका

प्रेता के हस्ताक्षर

गवाह:-

1

गवाह:-
1. सुशील अश्वला
S/o सुशील अश्वला
राजव नगर, अजमेर जिला
पिन-345001 (VAD - PCP 2490928)
श्री. सुशील अश्वला, राजव नगर, अजमेर जिला

2. सुशील अश्वला
S/o सुशील अश्वला
राजव नगर, अजमेर जिला
पिन-345001 (VAD - PCP 308)

Signature
Shashil Ashwala

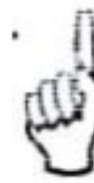
मानचित्र भूमिधरी भूमि खाता क्रमांक संख्या 358 (फसली वर्ष 1416 से 1421)
खसरा संख्या 100 रकबा 2000 वर्गफिट अर्थात् 185.87 वर्गमीटर स्थित मौजा
मोथरावाला, परगना केन्द्रावली, जिला देहरादून

विक्रेतागण - (1) श्रीमती रमिता ध्यानी एवं (2) श्री हिमांशु ध्यानी
क्रेता - श्री उपमान अवस्था

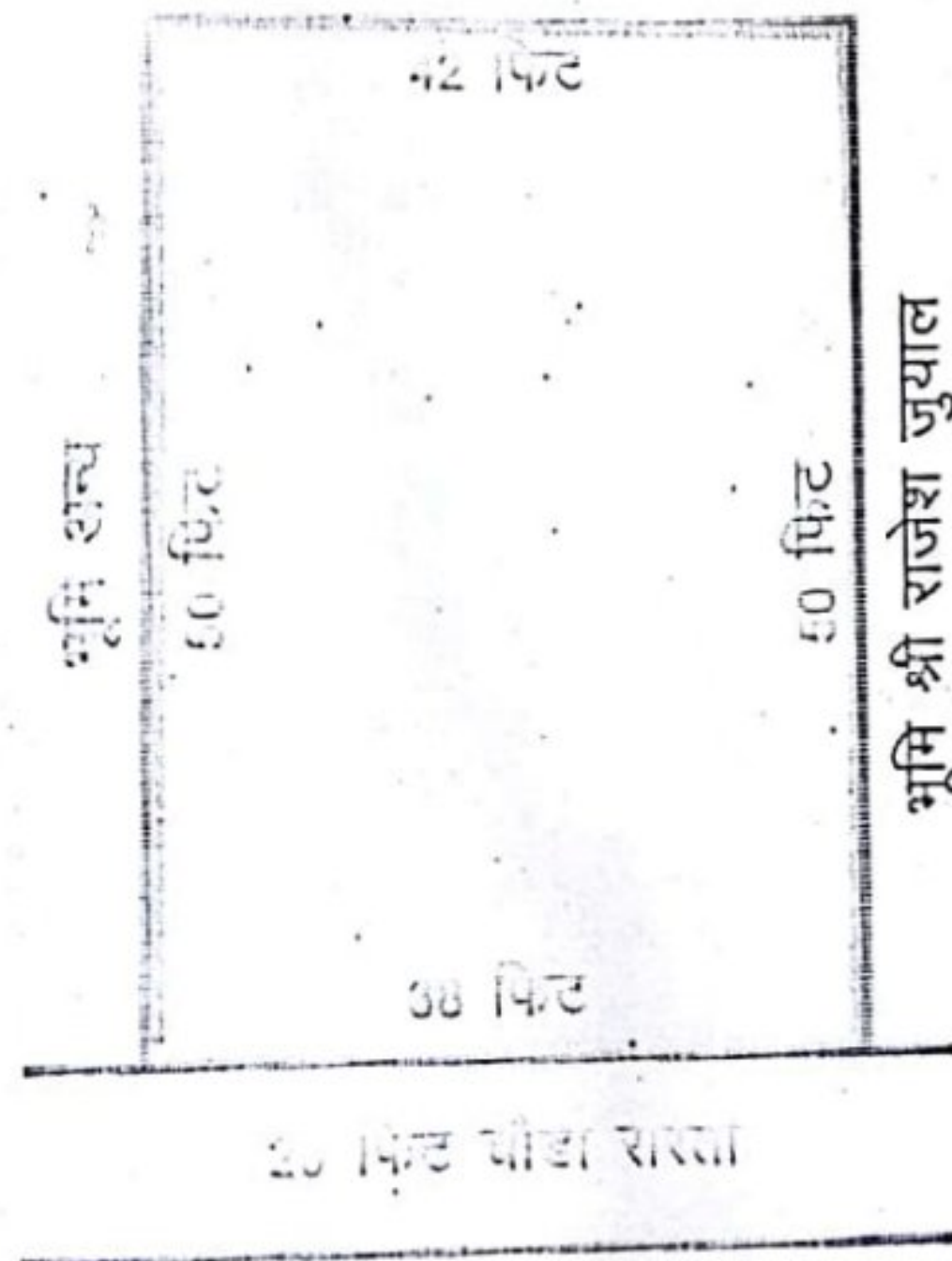
विक्रीत भाग को लाल रंग की रेखाओं से चिह्नित किया गया है।

NOT TO SCALE

N



भूमि श्री अनिल कोटियाल



Molisa Dhyani

हो विक्रेतागण



हो क्रेता



**PROPOSED HOUSE PLAN OF
SH. HARSHMANI AWASTHI
S/O SH. RADHAKRISHAN AWASTHI
KH. NO. 166 SITUATED AT- MAUZA
MOTHROWALA PARGANA CENTRAL
DOON DISTT.-D. DUN(U.K)**

Statement Of Area (in Sq.Mtr.)

Total Plot Area	185.87
Road Widening Area	16.87
Net Plot Area	169.00
Proposed Ground Floor Area	93.30
Proposed First Floor Area	93.30
Total Covered Area	186.60
Open Area	75.70
Ground Coverage	55 %
Floor Area Ratio	1.10

Door/Window Schedule

Description	Symbol	Width x Height
Door	D	1.00 x 2.55
Door	D1	0.90 x 2.13
Door	D2	0.75 x 2.13
Window	W	2.44 x 2.44
Window	W1	1.83 x 1.83
Window	W2	1.22 x 1.52
Ventilator	V	0.75 x 1.05

Drawn by- _____
Scale - As Shown

North

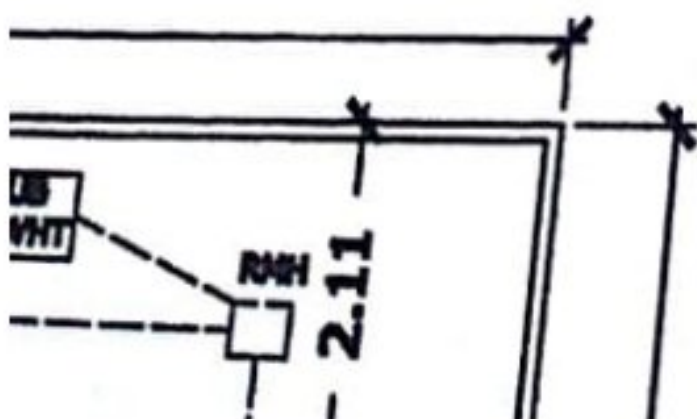


LEGEND:-

SOAK PIT	S.P.
SEPTIC TANK	S.T.
INSPECTION CHAMBER	I.C.
RAIN WATER PIPE	RWP
RAIN WATER MAN HOLE	RMH
RAIN WATER HARVESTING TANK	RWHT



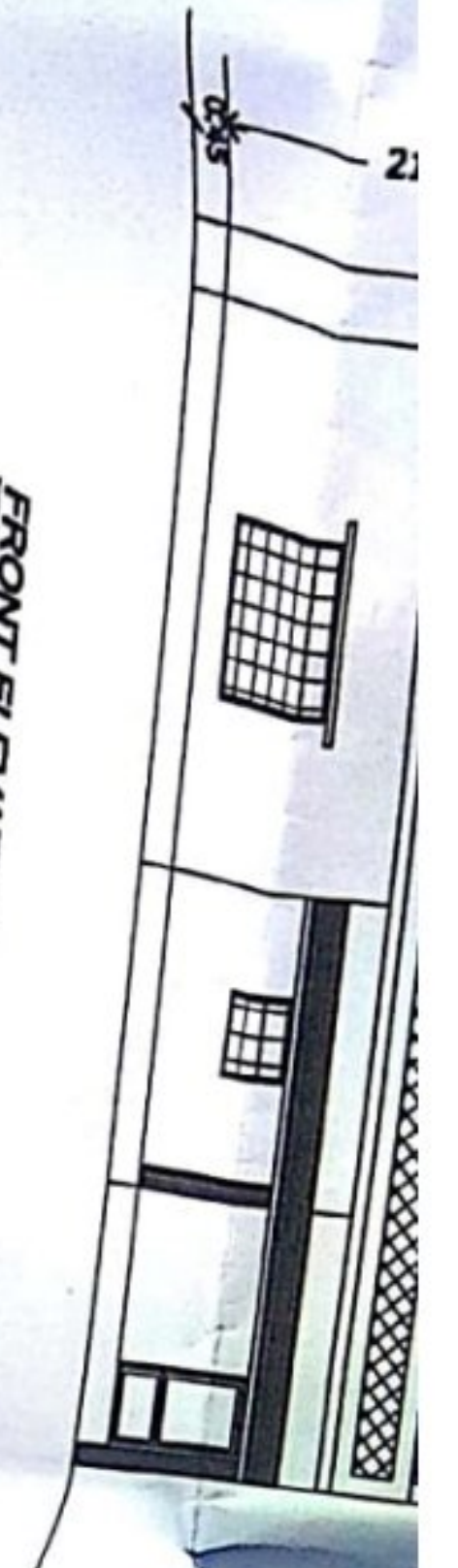
AL



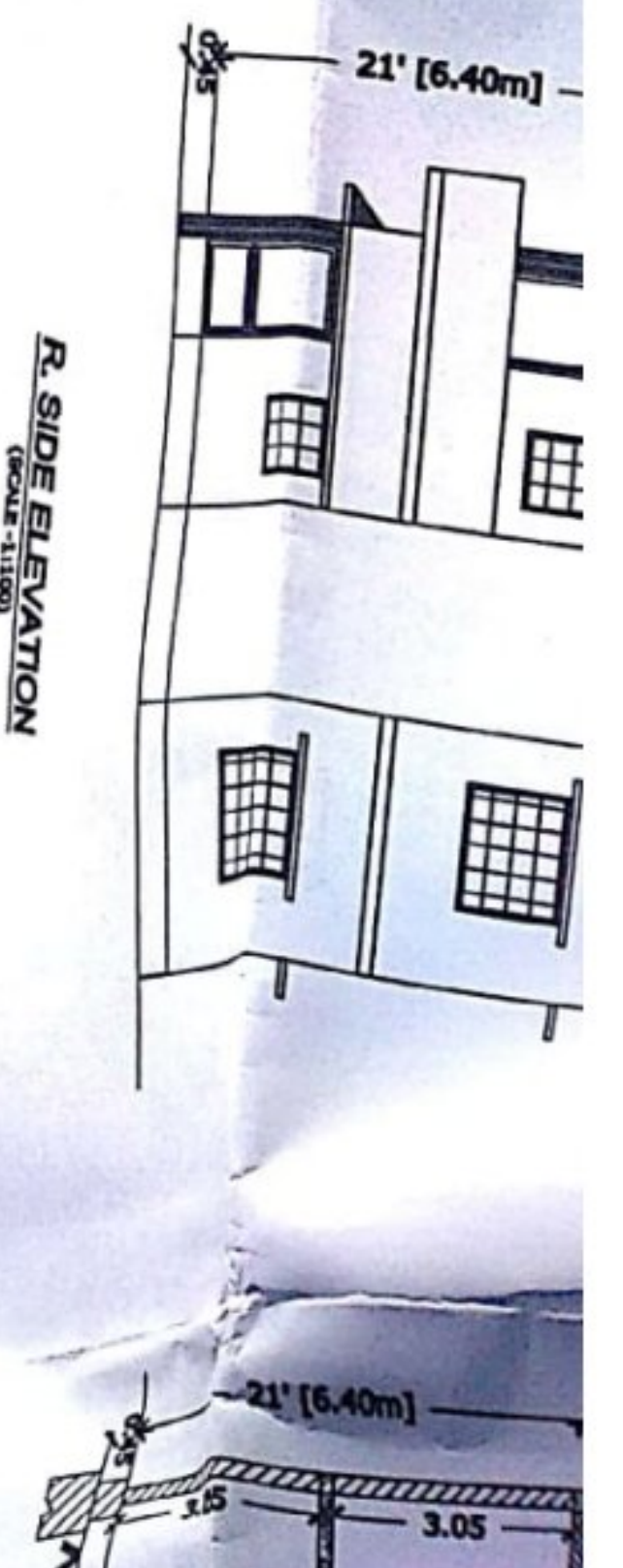
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN A

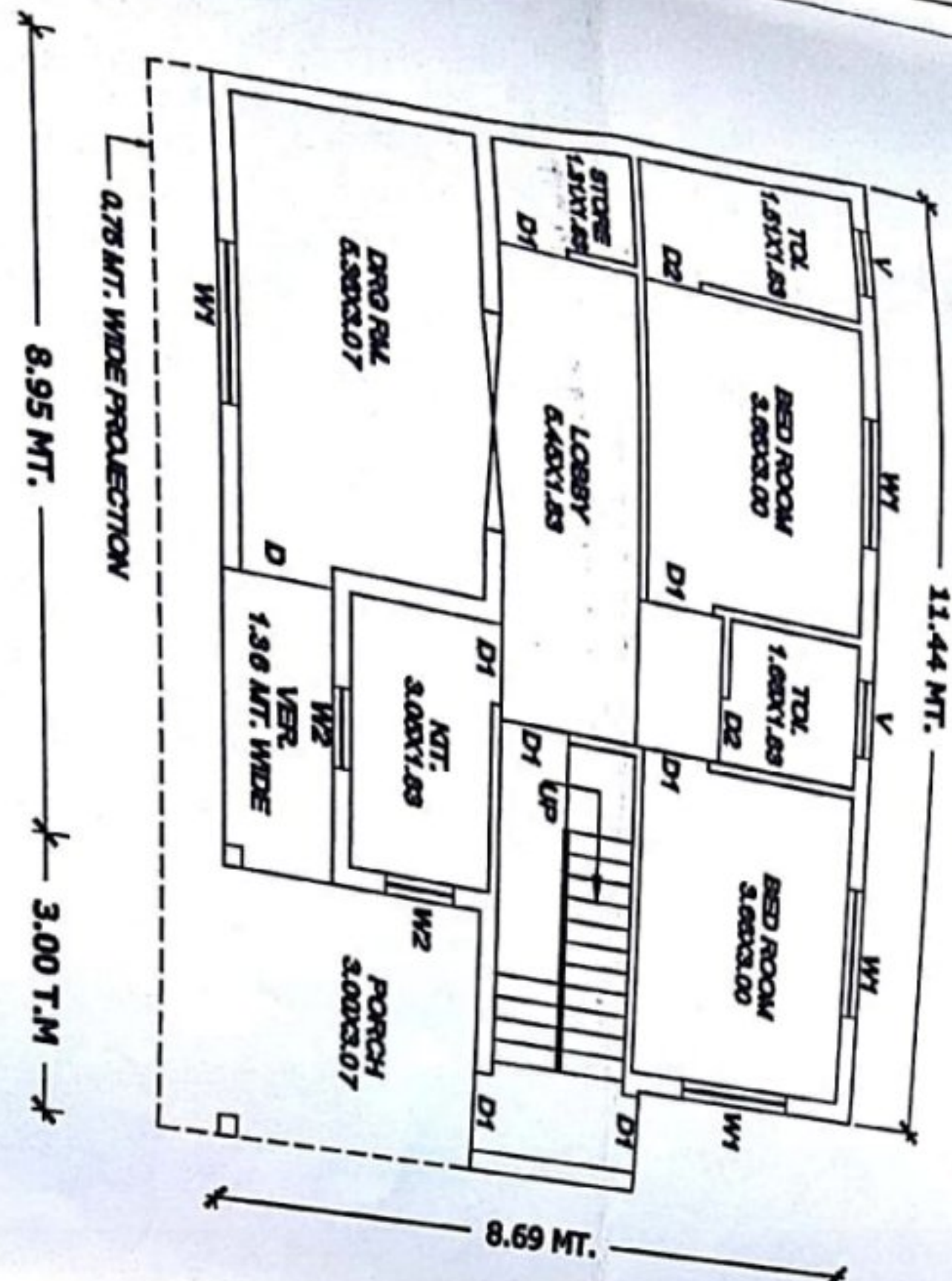
FRONT ELEVATION
(SCALE - 1/100)



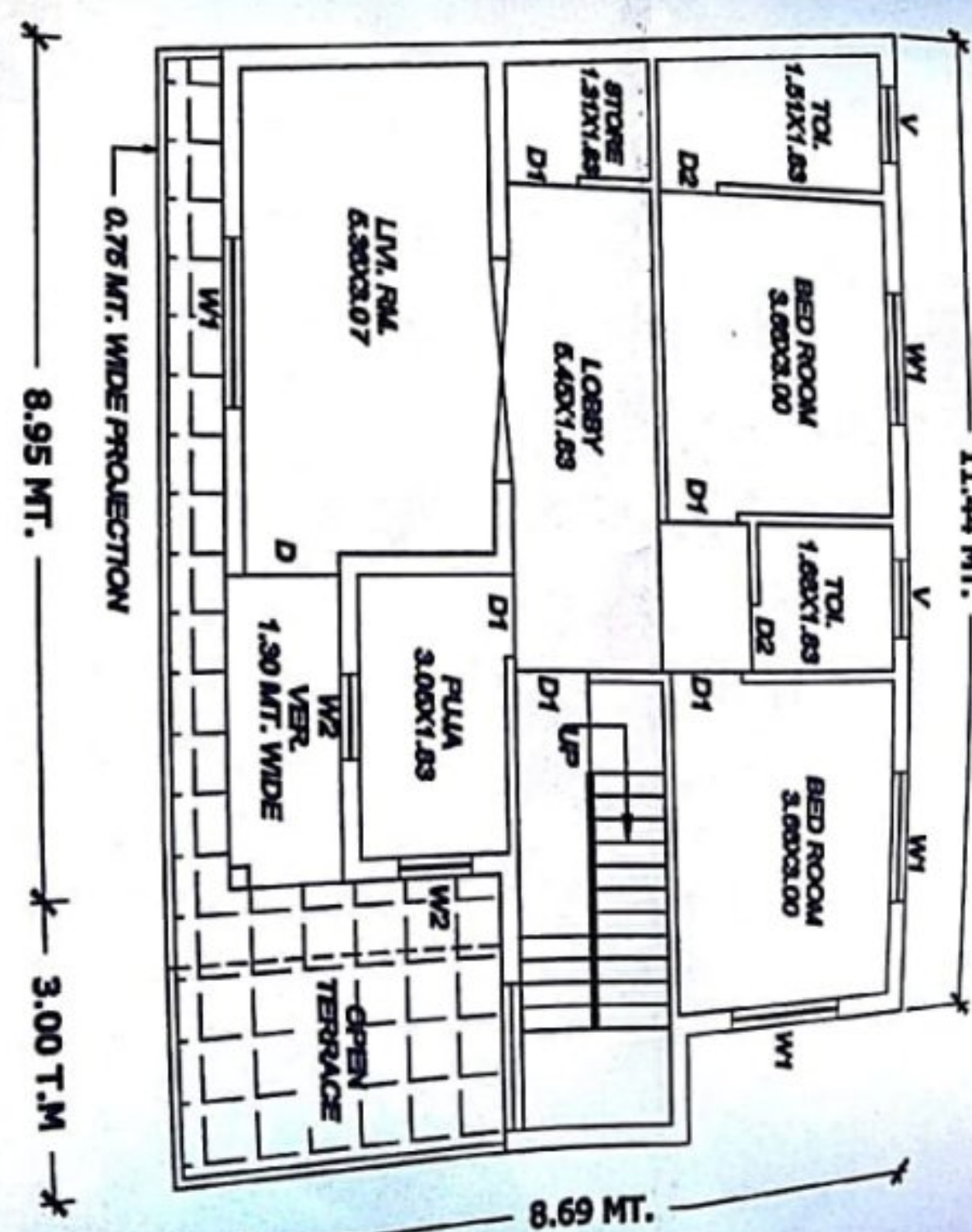
R. SIDE ELEVATION
(SCALE - 1/100)

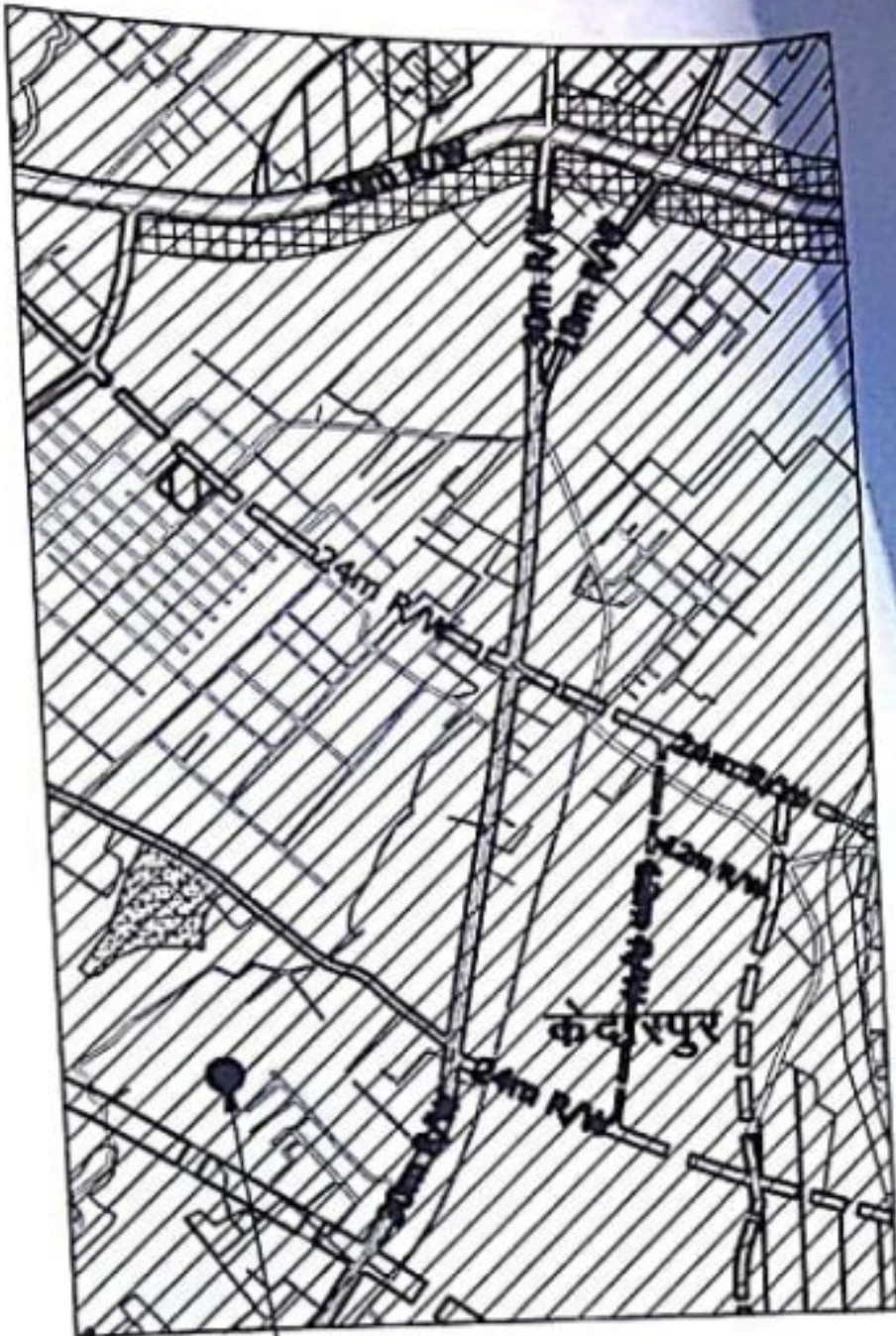


GROUND FLOOR PLAN
(SCALE - 1/100)

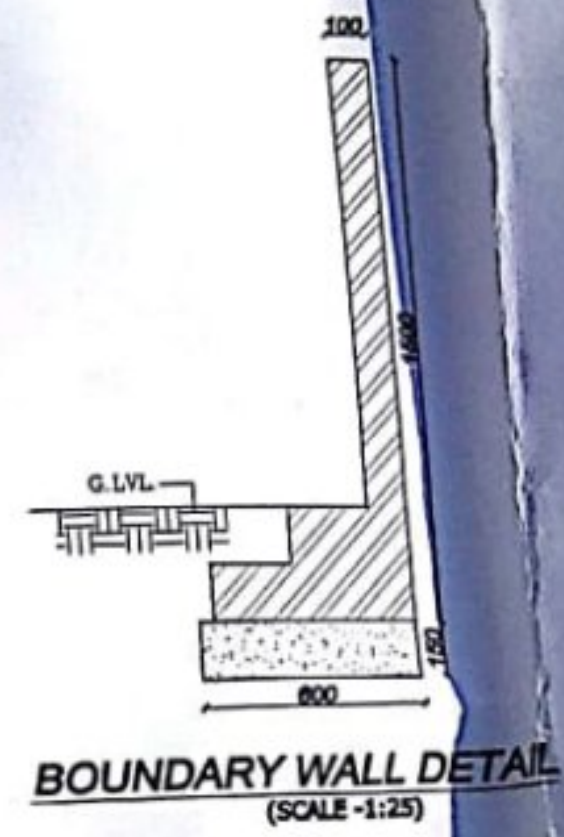
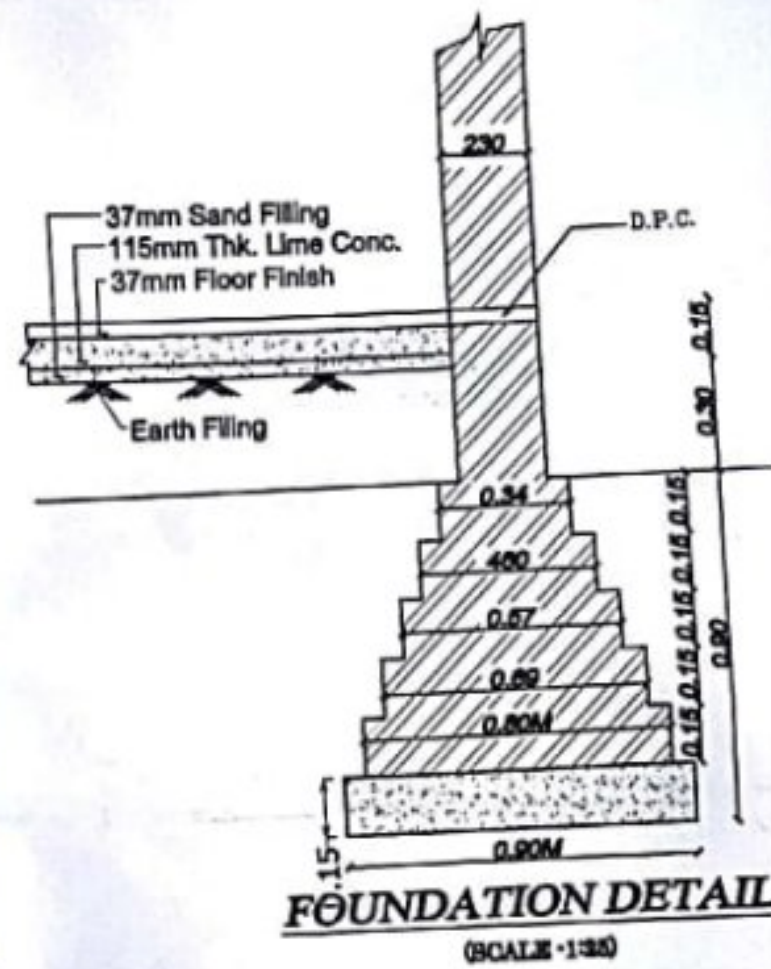


FIRST FLOOR PLAN
(SCALE - 1/100)

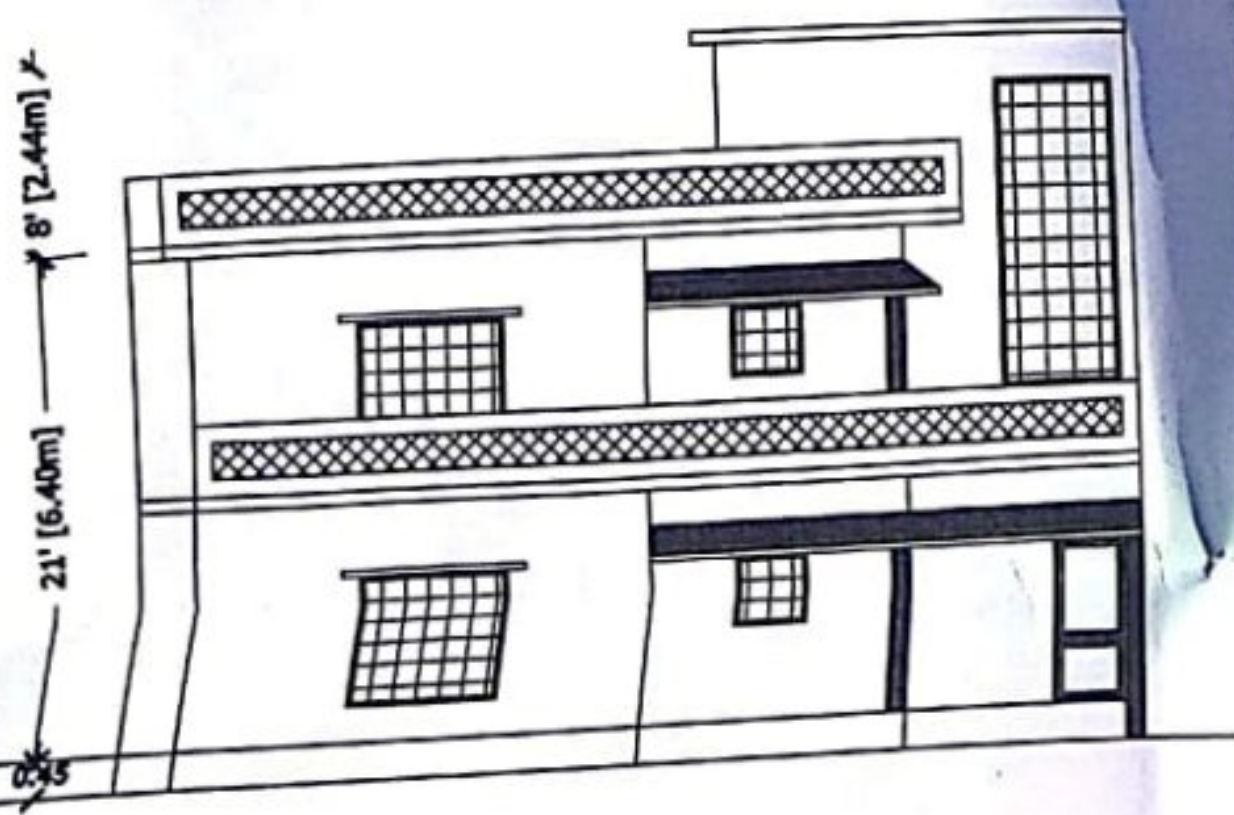




LOCATION IN MASTER PLAN



Width=1.00
Trade=0.25
Riser=0.15
P.C.



FRONT ELEVATION
(SCALE - 1:100)



R. SIDE ELEVATION
(SCALE - 1:100)

