

POSSESSION NOTICE

[Under Rule 8(1) of Security Interest (Enforcement) Rules, 2002]

Whereas

The undersigned being the authorized officer of the **Punjab National Bank, Branch Kaulagarh Road, Dehradun** under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Act No. 54 of 2002) and in exercise of powers conferred under section 13(12) read with rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a Demand Notice Dated **04/06/2021** Calling upon the Borrowers **M/s Bakerywala Prop. Meenakshi Shinghal** and Guarantor **Mr. Anuj Shinghal** to repay the amount mentioned in the notice being **Rs. 12,59,254.24 (Rupees Twelve Lakh Fifty Nine Thousand Two Hundred Fifty Four and Paise Twenty Four Only)** as on **30/04/2021** with interest calculated Upto **01/05/2021**.

The borrower having failed to repay the amount, notice is hereby given to the borrower / Guarantor and the public in general that the undersigned has taken **Possession** of the property described herein below in exercise of powers conferred on him/her under section 13(4) of the said Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this 1st Day of November of the year **2021**.

The borrower/guarantor in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of the **Punjab National Bank, Branch Kaulagarh Road, Dehradun** for an amount of **Rs. 12,59,254.24 (Rupees Twelve Lakh Fifty Nine Thousand Two Hundred Fifty Four and Paise Twenty Four Only)** as on **30/04/2021** with interest calculated Upto **01/05/2021**.

The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

Description of the Immovable Property

All that property being Plot No. 4 of Property No. 3 New Cantt Road Dehradun measuring 325.28 sq meters(3500.00sq ft)

Bounded & butted as under:-

East	Property of Mr. Nizamuddin side measuring 15 ft & 36 ft) and there after Khala
West	15 Ft Wide private passage leading From New Cantt Road (side measuring (25 ft & 20'6")
North	Property No. 3/3 Ravindrapuri of Mr. Dattu Eknath Chinde (side measuring 84 ft)
South	Property No. 3/4 Ravindrapuri of Mr. Malhotra (side measuring 98 ft)



SALE DEED

Consideration:

Rs. 5,00,000/-

Market value on which
Stamp Duty paid :

Rs. 8,14,000/-

Total Stamp Duty paid
(Including Development Charges)

Rs. 81,400.00

Total Number of Pages:

15 (Fifteen)

Important Area :

Prominent Road of Dehradun.

Area :

New Cantt. Road,

Place :

New Cantt. Road,

Type of Property :

Residential

Circle Rate:

Rs. 2500/- per sq. mt.

Distance from Main Road :

Plot is situated more than 100 mtrs. away from the main New
Cantt. Road.

Description of the plot :

A piece of land being plot no. 4 of property no. 3, New
Cantt. Road, Dehradun admeasuring 325.28 Sq.mtrs.
(3500.00 sq.ft.)

SELLER :

MIR. ARUN KUMAR GARG S/O MR. OM
PRAKASH GARG R/O SF-85, SHASTRI NAGAR,
GHAZIABAD (U.P.),

PURCHASER :

(1) MRS. KUSUM SINGHAL W/O MR. M.P.
SINGHAL, (2) MR. ANUJ SINGHAL S/O MR. M.P.
SINGHAL and (3) DR. (MRS.) MENAKSHI
SINGHAL W/O MR. ANUJ SINGHAL ALL RO
199/2, RAIPUR ROAD, DEHRADUN (U.A.),

Drafted by :

NAVEEN KUMAR GUPTA, ADVOCATE

Arjun Arun K. Singhal
Arin 4x
Arin 4x



अर्जुन कुमार गार्ग
अर्जुन कुमार गार्ग

6 OCT 2005

मोहताब, देहरादून

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SALE DEED

THIS SALE DEED is made on this the 10th day of Oct., 2005 at Dehradun by MR. ARUN KUMAR GARG S/O MR. OM PRAKASH GARG R/O SF-85, SHASTRI NAGAR, GHAZIABAD (U.P.) (hereinafter referred to as the SELLER and the term shall always mean and include, whenever and wherever the context so admits and requires his heirs, successors, legal representatives, executors, administrators and assigns).

IN FAVOUR OF

(1) MRS. KUSUM SINGHAL W/O MR. M.P. SINGHAL, (2) MR. ANUJ SINGHAL S/o MR. M.P. SINGHAL and (3) DR. (MRS.) MEENAKSHI SINGHAL W/O MR. ANUJ SINGHAL ALL R/O 199/2, RAIPUR ROAD, DEHRADUN (U.A.). (hereinafter referred to as the PURCHASERS and the term shall always mean and include, whenever and wherever the context so admits and requires their respective heirs, successors, legal representatives, executors, administrators and assigns).

Arjun Kumar Garg

Arjun Singh

Meenakshi Singh



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AND WHEREAS the said piece of land purchased and acquired by the Seller is free from all sorts of encumbrances, charges, liens, demands, mortgages, court attachments, litigation, acquisitions and disputes and the Seller has an unrestricted right and marketable title over the said piece of land.

AND WHEREAS the Seller had entered into a verbal contract with the Purchasers to sell his said piece of land and now the Purchasers wants to get the Sale Deed executed in their favour and hence the Seller, under the direction and on demand of the Purchasers, is executing this Sale Deed in favour of the Purchasers.

Arun Singh K. Singh

for Seller



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NOW THIS DEED WITNESSETH AS UNDER -

THAT in pursuance of the said verbal agreement and in the consideration of the sum of Rs. 5,00,000/- (Rupees Five Lacs) only well and truly paid by the Purchasers to the Seller in the following manner :-

- (a) Rs. 2,00,000/- Paid in cash at the time of execution of this Sale Deed.
- (b) Rs. 3,00,000/- Through Cheque No. 789224 dated 30-03-2006 drawn upon Punjab National Bank, Branch IMA, Ballapur Road, Dehradun.

Total Rs. 5,00,000/- (Rupees Five Lacs) only.

If the postdated cheque remained unrealized on due date, then this sale deed will be treated as null and void. *As per deed*

As per Deed
K Singhal Asst Secy
Dr. Meenakshi Singhal



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The receipt of which is hereby acknowledged by the Seller and the Seller DOETH hereby convey, transfer, assign and sell all that piece of land having an area of 3500 sq. ft. or 325.28 sq.mts., more particularly described in the Schedule hereunder and shown in red riband in the plan attached herewith and hereinafter referred to as **THE PLOT HEREBY SOLD** with all rights, titles, interests and claims of the Seller in and upon the said plot of land with all easements, appurtenances, benefits and privileges attached or reputed to be attached to the said plot unto and to the use of the Purchasers **TO HAVE and TO HOLD** the same absolutely and forever, the actual and physical possession whereof has been delivered to the Purchasers by the Seller and the Purchasers have also taken the actual physical possession from the Seller on the spot and they have come in occupation thereof.

14/01/2015

Prakash Singh

K. Singh

Prakash Singh



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That the Seller hereby further covenant with the Purchasers as under :-

- 1- That the Seller has a good and subsisting right and title to convey and sell the plot hereby sold to the Purchasers as hereby conveyed.
- 2- That the Purchasers shall peaceably hold, use and enjoy the plot hereby sold without any hindrance or interruption from the Seller or any person (s) claiming through or under him or any other person (s) whomsoever.

Attest By

K. Singhal

Signature

Dr. Nand Lal Singh



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- 3- That the Purchasers shall be entitled to use and utilize the plot hereby sold in any manner they may deem fit, to get the plan of construction sanctioned from M.D.D.A, Dehradun, to raise constructions according to the approved plan over the plot hereby sold and they will also have every rights to sell, convey, gift, alienate and mortgage the plot hereby sold according to their desire.
- 4- That the Seller shall be liable to pay all taxes and demands which may be due in respect of the plot hereby sold up till date and henceforth the same shall be the responsibility of the Purchasers themselves.

Aswathy K. Singhal

Dr. Aswathy Singhal



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5- That the Seller further declares that the plot hereby sold is free from all encumbrances, charges, liens, demands, mortgages, court attachments, acquisitions, disputes and litigation etc and he has a clear and marketable title over it and he had not done anything whatsoever whereby the said plot of land or any part thereof may be subject to any lien or attachment of any court or person.

6- That the Purchasers will have a right to get their names mutated over the plot hereby sold in relevant Govt. records at their own expenses. The Seller will have no objection over it and he will extend his full co-operation in this regard to the Purchasers.

Asw. Leaf. K. Singhal

For
K. Singhal



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That the Seller is not the member of Schedule Caste or Schedule Tribe and no trees or orchard exists over the plot hereby sold.

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That the plot hereby sold is meant for residential purposes and is situated within limits of Municipal Corporation of Dehradun at New Cantt. Road in the vicinity between Iron Bridge to Garhi Dakra of the locality and is situated more than 100 meters beyond Main New Cantt. Road. The consideration of the plot hereby sold is Rs. 5,00,000/-. The residential circle rate for the said vicinity is Rs. 2500/- per sq. mt. and the Govt. valuation calculated at the above rate comes to Rs. 8,13,200/- and hence the Stamp duty of Rs. 81,400/- is being paid on the Govt. value being higher than the sale consideration.

Peru Singh

K. Singhal

for
K. Singhal



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- 11- That the plot hereby sold is neither declared surplus or excess vacant land under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 nor any proceeding w/s 10 or section 20 of the said Act is pending in respect of the said land before any Authority or any Court.
- 12- That the plot hereby sold is situated within the Municipal limits of Dehradun & therefore the provisions of Uttaranchal Act No. 29/2003 are not applicable over the plot hereby sold & hence there is no legal impediment in the sale & transfer of the plot.
- 13- That no agreement for sale was ever executed and registered between the Seller and Purchasers regarding the plot hereby sold.

Resident

K. Singhal

Peri Singh

Overseer Singh



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SCHEDULE OF THE PLOT HEREBY SOLD

A piece of land being plot no. 4 of property no. 3, New Cantt. Road, Dehradun measuring 325.28 Sq.mtrs. (3300.00 sq ft.) which is bounded and buttressed as under :-

ON THE NORTH	:	By property of Mr. Datu Esmath Chhinde (Side measuring 84 ft.).
ON THE SOUTH	:	By Property of Mr. Malhotra (Side measuring 98 ft.).
ON THE EAST	:	By Property of Mr. Nizam-ud-din purchased by him from Mr. Chokey Lal (Side measuring 15 ft. & 36 ft.)
ON THE WEST	:	By 15 ft. wide private passage leading from New Cantt. Road,

(Side measuring 25 ft. and 20 ft. & 6 inches).

The plot hereby sold is shown in Red Riband in the plan attached herewith.

Handwritten signature

K. Singhal

Handwritten signature

Handwritten signature



पिताजी



भैया



तारा



महिला नं. 1	विपणन 1,440	युवा 433
ए.सी. को. युवा 1	विपणन 1523	युवा 295 से 310
से. ए. 6533	पर आवा विपणन 10/10/2005	से विपणन को नई 1

युवा विपणन: अंक 2 देना



NIC UTTARANCHAL

