

**Arun Kumar Mamgain**

Advocate

Residence :

2/1, Nehru Marg

Rishikesh

☎ : 2432294, M:9837375036

**Panel Advocate :**

State Bank of India

Oriental Bank of Commerce and

Distt.Co-Op.Bank,

Ref.No.....

Date : 04.01.2021

**Annexure-B : Report of Investigation of Title in respect of Immovable Property.**

1.a)	Name of the Branch/BU seeking opinion	State Bank of India, Dhalwala (Tehri Garhwal)
b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	-Nil-
2.a)	Name of the unit/concern/company/person offering the property/(ies) as security.	Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun
b)	Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Individual
c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property/(ies) offered as security including the following details	
a)	Survey No.	Khata No.413
b)	Door No. (in case of house property)	Khasra No. 2475/82/1/2
c)	Extent/area including plinth/built up area in case of house property	1038.49 sqm. or 0.1038 Hect.
d)	Locations like of the place, village, city, registration, sub-district etc.Boundaries	Mauja Markhamgrant-II, Pargana Parwadoon, Distt. Dehradun, which is bounded as under :- East : Other's land West : Other's land North : Other's land South : 48' wide passage
4.a)	Particulars of the documents scrutinised serially and chronologically.	1. Original + certified copy of sale-deed No.1518 dt. 14.02.2018 2. Certified Copy of Sale-Deed No. 1998 dt. 14.02.2018 3. Certified copy of Gift-Deed No. 3205 dt. 16.04.2012 4. Copy of Khatoni 5. MAP approved by MDDA

953



b) Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note : Only original or certified extracts from the registering/land/revenue/other authorities be examined.				
Sl. No.	Date	Name/Nature of the document	Original/certified copy/ certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate
i)	14.02.2018	Sale-Deed	Original+Certified	N.A.
ii)	14.02.2018	Sale-Deed	Certified	N.A.
iii)	16.04.2012	Gift-Deed	Certified	N.A.
iv)		MAP approved by	MDDA	
5a.	Whether all the pages in the certified copies of title documents which are obtained directly from sub-registrar's office have been verified page by page with the original documents submitted?			N.A.
5b.	Whether the certified copy of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page nos. in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)			N.A.
6.	a) Whether the records of registrar office or revenue authorities relevant to the proper in question are available for verification through any online portal or computer system?			Yes
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.			Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			No
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Sub Registrar, Dehradun
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?			Yes, any S.R. under Distt. D.Dun
	c) Whether search has been made at all the offices named at (b) above?			Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			No
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrance for a period of not less than 30 years is mandatory. (Separate sheets may be used)</p> <p>Brief history of the property is Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun has purchased the said land from Sh. Kamal Kumar S/o Sh. Heeralal, R/o Panchwati Colony, Hansuwala, Distt. D.Dun through sale-deed dt. 14.02.2018, regd. with S.R. D.Dun at Bk.No.1, zild 3898, pg. 61-82 at No. 1518 on dt.14.02.2018. Sh. Kamal Kumar had purchased the entire land 1821.95 sqm. from Sh. Gurpreet Singh Saini S/o Late Darshan Singh and Smt. Surendra Kaur W/o Late Darshan Singh, R/o H-33, Shivalik Nagar, Near Shatabdi Hospital, BHEL, Ranipur Range, Haridwar through sale-deed, regd. with S.R. D.Dun at Bk.No.1, zild 1998, pg. 171-192 at No. 953 on dt. 14.02.2018. Sh. Gurpreet Singh Siani &amp; others had got the said land in succession from Late Darshan Singh and Sh. Darshan Singh S/o Baryam Singh had got the entire land 0.6018 Hect. through Gift-Deed from his father Baryam Singh S/o Bhagwan Singh through Gift-Deed, regd. with S.R. D.Dun-II at Bk.No.1, zild 4155, pg. 117-142 at No. 3205 on dt. 16.04.2012. Sh. Baryam Singh was the owner since 1379 fasli i.e. 1972. The name of Smt. Neelam Bijalwan is mutated in revenue record.</p>			

*K. Singh*



9.	Nature of title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership right
10.	If leasehold, whether;	N.A.
	a) lease Deed is duly stamped and regd.	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	d) if a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/allotment/Lease-cum-sale agreement, whether;	N.A.
	a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	b) the mortgagor is competent to create charge on such property.	N.A.
	c) whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed and the reasons for coming to such conclusion.	N.A.
14.	If the property has been transferred by way of Gift Deed, whether :	No
	a) The Gift Deed is duly stamped and registered	N.A.
	b) The Gift Deed has been attested by two witnesses	N.A.
	c) The Gift Deed transfers the property to Donee	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift Deed or by a separated writing or by implication or by actions	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage.	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.

*Khuram*

	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A.
	d) In respect of partition by a decree of court whether such decree has become final and all other conditions/formalities are completed/compiled with.	N.A.
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precaution to be taken for avoiding multiple mortgages.	N.A.
16.	Whether the title documents include any testamentary documents/wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	c) Whether the property is mutated on the basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate of the testator is available? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained)	N.A.
17.	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	c) Precautions/permissions, if any in respect of the above cases for creating of mortgage?	N.A.
18.	a) Whether the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d) Requirement if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.

*Dr. Rajan*



20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcement of mortgage. b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No
	c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.).	No
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	c) Whether the title documents have any court seal/ marking which points out any litigation/attachment/ security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	
25a	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, Authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	Individual
25b	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
26a	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolution, bye-laws.	No

*[Handwritten Signature]*

26b	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company /LLP (seller) and the vendee company (purchaser) ?	N.A.
27.	a) Whether any POA is involved in the chain of title? b) whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. c) In case of title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Units (Builder's POA) or (ii) other type of POA (Common POA).	No  N.A.  N.A.
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	N.A.
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	ii) Whether the POA is a registered one?	N.A.
	iii) Whether the POA is a special or general one?	N.A.
	iv) Whether the POA contains a specific authority for execution of title document in question?	N.A.
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
	i) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes /No.	No
28a	If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	No
28b	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/ authenticated in terms of the Law of the place, where it is executed.	No

*Dhruv*



29.	If the property is a flat/apartment or residential/commercial complex, check the comment on the following :	
	a) Promoter's/Land owner's title to the land/building.	N.A.
	b) Development Agreement/Power of Attorney	N.A.
	c) Extent of authority of the Developer/builder	N.A.
	d) Independent title verification of the Land and/or building in question	N.A.
	e) Agreement for sale (duly registered)	N.A.
	f) Payment of proper stamp duty	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.	No
	h) Approval of building plan, permission of appropriate/local authority etc.	N.A.
	i) Conveyance in favour of Society/Condominium concerned	No
	j) Occupancy Certificate/allotment letter/letter of possession	N.A.
	k) Membership details in the Society etc.	N.A.
	l) Share Certificate	N.A.
	m) No Objection Letter from the Society	N.A.
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	N.A.
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;	N.A.
	q) Whether the numbering pattern of the unit/flats tally in all documents such as approved plan, agreement plan etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Leins etc. and details thereof.	Free from all types of encumbrance
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	31 years (1.1.1990 to 18.12.2020) NEC has been issued by me. Search Receipt No. 253/23 of Sub-Registrar, Dehradun dt. 18.12.2020
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	N.A.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	No N.A.
34.	Details of RTC extracts/mutation extracts/ Khata extracts pertaining to the property in question.	N.A.

*M. J. Singh*

35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
36.	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes
	a) Document in relation to electricity connection/	N.A.
	b) Document in relation to water connection	N.A.
	c) Document in relation to Sales Tax Registration, if any applicable/	N.A.
	d) Other utility bills, if any.	N.A.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate).	As per valuer's report
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	SARFAESI Act applies
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	No
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such case.	Yes
44.	Additional aspects for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun


*Shri...*



47.	i) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	No
	ii) Whether the project is regd. with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
	* Whether the regd. agreement for sale as prescribed in the above Act/Rules thereunder is executed?	N.A.
	* Whether the details of the apartment/plot in question are verified with the list of no. and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Date : 04.01.2021

Place : Rishikesh

  
Signature of the Advocate  
**Arun Kumar Mamgain**  
Advocate  
Regd. No. UP3722/91, UA2147/04

**Arun Kumar Mamgain**

Advocate

Residence :

2/1, Nehru Marg

Rishikesh

☎ : 2432294, M:9837375036

**Panel Advocate :**

State Bank of India

Oriental Bank of Commerce and

Distt.Co-Op.Bank,

Ref.No.....

Date : 04.01.2021

**Annexure-C :**

**CERTIFICATE OF TITLE**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that :

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable), I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, Relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1.1.1990 to 18.12.2020** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/their interest in the property(ies) is to the extent of **NIL** (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the

Intending Borrower : **Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun**





9. I certify that **Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun** has/have an absolute, clear and Marketable title over the Schedule property(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable and SARFAESI compliant.

10. In case of creation of mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

- a) Title Deed (Original sale-deed No1518 dt. 14.02.2018)
- b) Search Receipt No. 253/23 of Sub-Registrar, Dehradun dt. 18.12.2020
- c) Certified Copy of Sale-Deed No. <sup>953</sup>1998 dt. 14.02.2018
- d) Certified copy of Gift-Deed No. 3205 dt. 16.04.2012
- e) Copy of Khatoni
- f) MAP approved by MDDA
- g) Affidavit

11. There are no legal impediments for creating of the Mortgage under any applicable Law/Rules in force.

12. It is certified that the property is SARFAESI compliant.


**SCHEDULE OF THE PROPERTY/IES**

Land bearing Khata No.413, Khasra No. 2475/82/1/2 area 1038.49 sqm. or 0.1038 Hect., situated at Mauja Markhamgrant-II, Pargana Parwadoon, Distt. Dehradun, which is bounded as under :-

East : Other's land  
West : Other's land  
North : Other's land  
South : 48' wide passage

Place : **Rishikesh**

Date : **04.01.2021**

  
Signature of Advocate

**Arun Kumar Mamgain**  
Advocate  
Regd. No. UP3722/91, UA2147/04

**Arun Kumar Mamgain**

Advocate

Residence :

2/1, Nehru Marg

Rishikesh

☎ : 2432294, M:9837375036

**Panel Advocate :**

State Bank of India

Oriental Bank of Commerce and

Distt.Co-Op.Bank,

Ref.No.....

Date : 04.01.2021

**NON-ENCUMBRANCE CERTIFICATE**

To,

**The Branch Manager  
State Bank of India  
Dhalwala (Tehri Garhwal)**

**Sub :** Sale-Deed dt. 14.02.2018 executed by Shri Kamal Kumar S/o Shri Heeralal, R/o Panchwati Colony, Hansuwala, Pargana Parwadoon, Distt. Dehradun in favour of Smt. Neelam Bijalwan W/o Shri Himanshu Bijalwan, R/o 90 Advetanand Marg, Rishikesh, Distt. Dehradun, regarding land bearing Khata No.413, Khasra No. 2475/82/1/2 area 1038.49 sqm. or 0.1038 Hect., situated at Mauja Markhamgrant-II, Pargana Parwadoon, Distt. Dehradun, which is bounded as under :-

East : Other's land  
West : Other's land  
North : Other's land  
South : 48' wide passage

**INDEX INSEPCION REPORT**

I have search out the Index Register Part-II of Sub-Registrar, Dehradun for the period w.e.f. 1.1.1990 to 18.12.2020. I have find no act of recorded encumbrances.

Therefore, the property of **Smt. Neelam Bijalwan** under scrutiny is free from any recorded encumbrances and it can be treated as safe security and fit for mortgage.

Thanking you,

  
(Arun Kumar Mamgain)

**Arun Kumar Mamgain**  
Advocate

**Encl:**

Search Receipt No. 253/23 of Sub-Registrar, Dehradun dt. 18.12.2020

Regd. No. UP3722/91, UA2147/04



1518

### विक्रयपत्र

खरीद मूल्य— ₹ 14,28,000 /—रुपये  
बाजारी मूल्य— ₹ 14,28,000 /—रुपये  
स्टाम्प शुल्क— ₹ 53,600 /—रुपये e-Stamp-IN-UK  
स्टाम्प शीटस— 1 शीट  
विक्रीत भूमि कृषि प्रयोजन हेतु क्रय की जा रही हैं।

मैं कि श्री कमल कुमार पुत्र श्री हीरा लाल, निवासी पंचवटी कालोनी, हंसूवाला, परगना परवादून, जिला देहरादून, उत्तराखण्ड का हूँ।

PAN-AKKPK3644A

.....विक्रेता

एवम्

श्रीमती नीलम बिजल्वाण पत्नी श्री हिमांशू बिजल्वाण, निवासी 90 अद्वैता नन्दमार्ग ऋषिकेश, जिला देहरादून, उत्तराखण्ड।

PAN-AIFPN8515Q

.....क्रेता

विक्रय मूल्य बैंक द्वारा प्राप्त कर लिया हैं।

विक्रीत भूमि मुख्य हरिद्वार मार्ग से 5 किलोमीटर व बुल्लावाला मार्ग से 350 मीटर से अधिक दूरी पर 48 फीट चौड़े रास्ते पर स्थित हैं।

भूमिधारी भूमि खाता खतौनी सं०-413 वर्ष 1399 से 1404 फसली खसरा नम्बर 2475/82/1/2 रकबा 1038.49 वर्गमीटर अर्थात 0.1038 हैक्टेयर, स्थित मौजा मारखमग्राण्ट द्वितीय, परगना परवादून, जिला देहरादून।

रचियता— श्री अशरफ अली, एडवोकेट, देहरादून।

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mehta



Online Public



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14-Feb-2018

3:19:29PM

DISTRICT NAME : देहरादून SRO : देहरादून

1518

Transaction Type : Sale (Immovable)  
 Deed Sub-Article : Sale (Agriculture)  
 Location : बालासुर एम-11 (वेरी H)  
 Transaction Value : 1,428,000.00  
 Market Value : 1,428,000.00  
 Lease Period : 0.00  
 Khata No : 413  
 Page : 22  
 Stamp Duty : 53,600.00  
 Registration Fees : 25,000.00  
 Avg. Rent : 0.00  
 Construction Value : 0.00  
 House/Flat :  
 Deed Writer :  
 Advocate Name : Arif Ali

## व्यवसायिक निर्माण का विवरण

निर्माण का प्रकार

छा

## आवासीय निर्माण का विवरण

निर्माण क्षेत्र

निर्माण का प्रकार

निर्माण तल

इस पर

छा

## निबंधक शुल्क का विवरण

भुगतान की विधि

धनराशि

संदर्भ क्रमांक

Cash

25,000.00

0

## स्टाम्प शुल्क का विवरण

भुगतान की विधि

धनराशि

संदर्भ क्रमांक

आरी दिनांक

स्टाम्प बिलेटा आईडी

e-Stamp

53,600.00

0

14-Feb-2018

0

## पक्षकारों का विवरण

पक्षकार का विवरण

हस्ताक्षर

व्यवस्थाप

पैन नं

मोबाइल नं

पहचान पत्र संख्या

पक्षकार 1 : श्रीमान कुमार शिव प्रीत सिंह बाल निवासी  
 लखौटी हाथोनी जमुनाबाग देहरादून

10/2/18  
 Meher

OTHERS

AKKPK3644

PAN CARD :  
 AKKPK3644A

पक्षकार 2 : श्रीमान वीरम पंडी श्री हिमालय बिजनेस  
 निवासी १० अटोना नन्द मार्ग कृषिकेन्द्र देहरादून

Tausik  
 H. Singh

OTHERS

AIFPN8515

PAN CARD :  
 AIFPN8515Q

पक्षकार 3 : श्रीमान श्री वृष की आराधना निवासी  
 मेरीबाग रोड देहरादून

Tausik  
 H. Singh

OTHERS

Q

ADHAAR : 9051 9689  
 9650

पक्षकार 4 : श्रीमान बिजनेस वृष की रविन्द बिजनेस  
 निवासी १० अटोना नन्द मार्ग कृषिकेन्द्र देहरादून

Tausik  
 H. Singh

OTHERS

DL :

UK-1420060079616





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*Handwritten signature: Neelam*

*Handwritten signature: Neelam*



9051 9689 9650

आधार - आम आदमी का अधिकार



mulan

KAM





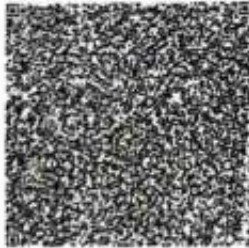


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK53395964330800Q
Certificate Issued Date	: 14-Feb-2018 04:28 PM
Account Reference	: NONACC (SV)/ uk1200704/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120070407628443099973Q
Purchased by	: SMT NEELAM BIJALWAN
Description of Document	: Article 23 Conveyance
Property Description	: MAUZA MARKHAM GRANT II DDUN
Consideration Price (Rs.)	: 14,28,000 (Fourteen Lakh Twenty Eight Thousand only)
First Party	: KAMAL KUMAR
Second Party	: SMT NEELAM BIJALWAN
Stamp Duty Paid By	: SMT NEELAM BIJALWAN
Stamp Duty Amount(Rs.)	: 53,600 (Fifty Three Thousand Six Hundred only)



श्रीमती बिजल्वान  
स्टाम्प विंडो  
कवहरी देहरादून

Please write or type below this line.....

*Kam*

*neela*

UP 0003895656

## Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.ukhkestamp.com](http://www.ukhkestamp.com). Any discrepancy in the Stamp on this Certificate and as available on the website will be invalid.
2. The onus of checking the authenticity is on the holder of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



2.

मैं कि श्री कमल कुमार पुत्र श्री हीरा लाल, निवासी पंचवटी कालोनी, हंसूवाला, परगना परवादून, जिला देहरादून, उत्तराखण्ड का हूँ।

.....विक्रेता

एवम्

श्रीमती नीलम बिजलवाण पत्नी श्री हिमांशू बिजलवाण, निवासी 90 अद्वैता नन्दमार्ग, ऋषिकेश, जिला देहरादून, उत्तराखण्ड।

.....क्रेता

जो कि मैं विक्रेता निम्नलिखित भूमि जिसका पूरा विवरण इस विक्रयपत्र के अन्त में दिया गया है, का संक्रमणीय भूमिधर, मालिक, अध्यासी, स्वामी है। निम्नलिखित भूमि मुझ विक्रेता ने पंजीकृत विक्रयपत्र दिनांक 14-02-2018 को श्री गुरप्रीत सिंह सैनी पुत्र स्व० दर्शन सिंह, व श्रीमती सुरेन्द्र कौर पत्नी स्व० दर्शन सिंह, निवासी गण एच-33, शिवालिक नगर निकट शताब्दी हॉस्पिटल भेल रानीपुर रेंज, हरिद्वार, उत्तराखण्ड से क्रय की है जो उपनिबन्धक कार्यालय देहरादून तृतीय में बही 1 दस्तावेज सं०-953 में विधिवत पंजीकृत है तथा श्री गुरप्रीत सिंह सैनी को अपने पिता दर्शन सिंह के स्वर्गवास के पश्चात अन्य वारिसान के साथ प्राप्त हुई है। मुझ विक्रेता को निम्नलिखित भूमि को हर प्रकार से उपयोग, उपभोग व अन्तरण आदि के अधिकार मुझ विक्रेता को प्राप्त है। निम्नलिखित भूमि मुझ विक्रेता के कब्जे व स्वामित्व में चली आ रही है, तथा विक्रेता को हर प्रकार से हस्तान्तरण करने के अधिकार प्राप्त हैं। निम्नलिखित भूमि विक्रेता के अधिपत्य व अध्यासन में हैं। निम्नलिखित भूमि इस समय तक हर प्रकार के भार-बन्धन, रहन, विक्रय, ऋण जमानत, विवादो आदि से मुक्त व रहित हैं। विक्रेता ने निम्नलिखित भूमि को विक्रय करने की बातचीत क्रेता के साथ तय की हुई है। अतः इसी प्रतिज्ञापूर्ति में यह विक्रयपत्र सम्पन्न किया जाता है। अतएव अब विक्रेता ने अपने स्थिर, मन, बुद्धि, मस्तिष्क, व इन्द्रियों की स्वच्छ व स्वस्थ दशा में बिना किसी के सिखलाये बहकाये व बिना किसी अनुचित दबाव के वरन् अपनी स्वतंत्र इच्छा अनुमति से निम्नलिखित भूमि बदस्त श्रीमती नीलम बिजलवाण पत्नी श्री हिमांशू बिजलवाण, निवासी 90 अद्वैता नन्दमार्ग, ऋषिकेश, जिला देहरादून, उत्तराखण्ड को मु० ₹14,28,000/- चौदह लाख अठाईस हजार रुपये में विक्रय कर दी हैं और कुल विक्रय मूल्य विक्रेता ने क्रेता से द्वारा चैक सं०-204264 नावड़ा शाखा देहरादून प्राप्त कर लिया है जिसकी प्राप्ति विक्रेता एतद्वारा स्वीकार करता है। कीमत के मद्दे लेना कुछ भी शेष नहीं रहा है।

Kam

neelan



कब्जा व दखल मुझ विक्रेता ने निम्नलिखित भूमि से अपना हटाकर व उठाकर मौके पर क्रेता का अपने समान करा दिया है। जो जो अधिकार विक्रेता को निम्नलिखित भूमि में वास्ते मालिकाना, रास्ता, नाली, पानी, हवा, रोशनी आदि की बाबत प्राप्त हैं अथवा भविष्य में प्राप्त होने सम्भव हों उन सबकी मालिक आज से क्रेता हो गयी हैं। क्रेता को अधिकार होगा कि वह निम्नलिखित भूमि पर काबिज होकर जिस प्रकार चाहे लाभ उठावे, अपने उपयोग व उपभोग में लावे, निर्माण बनावे, मानचित्र स्वीकृत करावे अथवा अन्य व्यक्ति को विक्रय, दान आदि करें, इसमें विक्रेता को कोई आपत्ति नहीं होगी।

क्रेता को अधिकार होगा कि वह कागजात माल में अभिलेखों से विक्रेता का नाम खारिज कराकर अपना नाम बतौर स्वामी, मालिक दर्ज करालें। यदि नामान्तरण की कार्यवाही में मेरे बयान देने अथवा अन्य कोई दस्तावेज लिखने की आवश्यकता हुई तो ऐसी समस्त कार्यवाही विक्रेता क्रेता के व्यय पर करने के लिये तत्पर रहेगी और कोई आपत्ति नहीं करेगा।

यदि भविष्य में विक्रेता का कोई कानूनी उत्तराधिकारी उत्पन्न होकर विक्रीत भूमि की बाबत कोई दावेदारी करे अथवा अपना अधिकार बतावे तो ऐसी समस्त कार्यवाही इस विक्रयपत्र के सम्मुख निर्मूल व निराधार होगी।

यदि भविष्य में विक्रेता के अधिकार दोष के कारण विक्रीत भूमि या इसका कोई भाग क्रेता के कब्जे या स्वामित्व से निकल जाये तो ऐसी दशा में क्रेता को अधिकार होगा कि वह निकले हुए भूभाग की कीमत मय उन्नति निर्माण सहित विक्रेता से प्राप्त करलें।

आज दिन तक के समस्त कर व लगान को विक्रेता अदा कर चुका है और आज के बाद के समस्त कर व लगान को अदा करने की जिम्मेदारी क्रेता की होगी।

#### वांछित विवरण :-

1. विक्रेता अनुसूचित जाति अथवा जनजाति से सम्बन्धित नहीं हैं।
2. विक्रीत भूमि में कोई पेड़ या बाग या निर्माण/बाउण्ड्रीवाल नहीं हैं तथा कृषि प्रयोजन हेतु क्रय की जा रही हैं।
3. विक्रीत भूमि मुख्य हरिद्वार मार्ग से 5 किलोमीटर व बुल्लावाला मार्ग से 350 मीटर से अधिक दूरी पर 48 फीट चौड़े रास्ते पर स्थित हैं।

10/4/22

Neelam

4. विक्रीत भूमि की तैयशुद्धा कीमत ₹14,28,000/- रुपये हैं जा निर्धारित सर्किल रेट लिस्ट के पृष्ठ-30 मारखमग्राण्ट द्वितीय पर ₹125/-लाख रुपये प्रतिहेक्टर की दर से विक्रीत रकबा 0.1038 हेक्टेयर की मालियत 48 फीट चौड़े रास्ते पर 10% की वृद्धि से ₹14,28,000/- होती हैं जिस पर नियमानुसार क्रेता महिला 3.75% की दर से ₹53,600/- रुपये का स्टाम्प शुल्क अदा किया गया हैं। महिला क्रेता अपने जीवन मे प्रथम बार स्टाम्प छूट प्राप्त कर रही है।

5. विक्रीत भूमि सीलिंग वाद से मुक्त हैं।

6. विक्रीत भूमि नगर पंचायत डोईवाला/कैण्ट क्षेत्र की सीमा से बाहर स्थित है।

7. विक्रेता व क्रेता के मध्य पूर्व में अनुबन्ध पत्र पंजीकृत नहीं हुआ है।

8. विक्रेता व क्रेता ने अपने फोटो स्वयं सत्यापित किये हैं।

9. विक्रेता व क्रेता दोनो भारतीय नागरिक हैं।

10. क्रेता के पिता के नाम पर 12.09.2003 से पूर्व उत्तराखण्ड मे भूमि है।

11. प्रश्नगत सम्पत्ति Real Estate Act, 2016 एवं यथा प्रख्यापित Uttarakhand Real Estate (Regulation and Development) (General Rules, 2017 मे परिभाषित Real Estate Project (Group Housing, Mixed Development Projects (Residential, Commercial तथा Industrial Projects, Commercial Projects अथवा Plotted Development Projects)) के अन्तर्गत नहीं है। पक्षकार द्वारा उक्त वर्णित अधिनियम का किसी भी प्रकार से उल्लंघन नहीं किया जा रहा है।

#### :- विवरण विक्रीत भूमि :-

भूमिधरी भूमि खाता खतौनी सं0-413 वर्ष 1399 से 1404 फसली खसरा नम्बर 2475/82/1/2 रकबा 1038.49 वर्गमीटर अर्थात 0.1038 हेक्टेयर, स्थित मौजा मारखमग्राण्ट द्वितीय, परगना परवादून, जिला देहरादून, जिसकी सीमाएं निम्न प्रकार हैं:-

पूरब में :-भूमि अन्य

पश्चिम में :-भूमि अन्य

उत्तर में :-भूमि अन्य

दक्षिण में :-रास्ता 48 फीट चौड़ा

सीमा नाप 83 फीट

अतः यह विक्रयपत्र अंकित कर दिया कि प्रमाण रहे और समयानुसार उपयोगी। इतिलिखित दिनांक 14-02-2018 स्थान देहरादून।

*KAM*

*meelan*



विक्रेता श्री कमल कुमार के बाये हाथ की अंगूलियों के चिन्ह  
 अंगूठा तर्जनी मध्यमा अनामिका

कनिष्ठका



विक्रेता के दाये हाथ की अंगूलियों के चिन्ह  
 अंगूठा तर्जनी मध्यमा अनामिका

कनिष्ठका



हस्ताक्षर

क्रेता श्रीमती नीलम बिजलवाण के बाये हाथ की अंगूलियों के चिन्ह  
 अंगूठा तर्जनी मध्यमा अनामिका

कनिष्ठका



हस्ताक्षर

6.

क्रेता के दाये हाथ की अंगुलियों के चिन्ह

अंगूठा

तर्जनी

मध्यमा

अनामिका

कनिष्ठका



हो-  
Neelem

विक्रेता हो-

AS

क्रेता हो-...

Neelem

गवाह

Tausif

तौसिफ अली

पुत्र श्री शाहबुदीन

निवासी तेलीवाला

डोईवाला, देहरादून

Adhaar-9051 9689 9650

गवाह

Himanshu B. Jain

हिमांशू बिजल्वाण

पुत्र श्री रविन्द्र बिजल्वाण

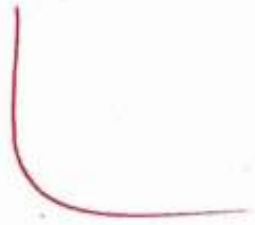
निवासी 90 अद्वैत नन्द मार्ग

ऋषिकेश, देहरादून

DL No-UK-1420060079618

रचयिता :- श्री अशरफ अली, एडवोकेट, देहरादून।  
विक्रेता व क्रेता ने अपने फोटो स्वयं सत्यापित किये हैं।  
कम्प्यूटर टाईपिंग

Aslam Ali





## SITE MAP

भूमिधरी भूमि खाता खतौनी सं०-413 वर्ष 1399 से 1404 फसली खसरा नम्बर 2475/82/1/2  
रकबा 1038.49 वर्गमीटर अर्थात् 0.1038 हेक्टेयर, स्थित मौजा मारखमग्राण्ट द्वितीय, परगना  
परवादून, जिला देहरादून।

विक्रेता - श्री कमल कुमार पुत्र श्री हीरा लाल

क्रेता - श्रीमती नीलम बिजलवाण पत्नी श्री हिमांशू बिजलवाण

वर्णित भूमि



भूमि अन्य

भूमि अन्य

भूमि अन्य

83 फीट

रास्ता 48 फीट चौड़ा

विक्रेता ह०...

क्रेता ह०...

बही संख्या 1 जिल्द 3,898 के पृष्ठ 61 से 82 पर क्रमांक 1518

पर आज दिनांक 14 Feb 2018 को रजिस्ट्रीकरण किया गया।

रजिस्ट्रीकर्ता अधिकारी /  
उप-निबंधक, देहरादून, चतुर्थ  
14 Feb 2018

