

SPECIAL REPORT ON TITLE

Reg : Property situated at : Property bearing Municipal No.19, Khasra No.116/1 Min., area 170.21 sqm., situated at Adarsh Gram, Rishikesh, Distt. Dehradun.

belonging to Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun.

ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
<p>A. PARTICULARS</p> <p>1. Name of the Borrower with address :</p> <p>2. Name of the person offering Mortgage with parentage/ constitution and address:</p> <p>3. Details of the property to be mortgaged: As per title deed— As per present position</p>	<p>M/s Kailash Builders, 452, Panwar Bhawan, Bharat Mandir Road, Rishikesh through Partners Smt. Shaila Panwar, Smt. Uttama Panwar and Sh. Rahul Panwar.</p> <p>Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun.</p> <p>Property bearing Municipal No.19, Khasra No.116/1 Min., area 170.21 sqm., situated at Adarsh Gram, Rishikesh, Distt. Dehradun, bounded and butted as under:- East : Property of seller West : Property of purchasers North : Pushkar Mandir Marg South : Property of purchasers</p>
<p>B. INVESTIGATIONS</p> <p>1. Details 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).</p> <p>2. Whether certified copies have been obtained from the Registrar's office.</p> <p>3. Whether the documents in hand are compared with the certified copy and whether the documents given raise any doubt or suspicion?</p>	<p>1. Sale-Deed dt. 04.08.1999 regd. with S.R. Rishikesh at Bk.No.1, zild 01, pg. 105, AdF Bk.No.1, zild 43, pg. 31-54 at No.1272 on 06.08.1999.</p> <p>2. Copy of Municipal Tax receipt</p> <p>Yes</p> <p>Yes, compared with certified and there is no doubt or suspicion.</p>

ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
4. Whether the registration particulars number & date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office?	Yes
5. Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office?	Yes
6. Whether the photographs of parties as affixed in conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	Yes
7. Whether contents as given in the title deed tally verbatim with the contents as stated in the certified copy obtained from the registrar's office? If not, variations be specified. What is its effect?	Yes
8. Whether the property has been mutated in the name of the person offering the mortgage?	Yes, mutated in Municipal record
9. Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?	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 restrictions on creation of the mortgage of agricultural property for non-agricultural purposes).	No
11. Whether there are any restrictions regarding sale of the property to be mortgaged? (In some States, there are restrictions for sale of property to residents outside the State).	No

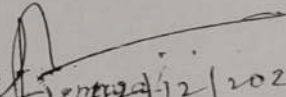
ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
12. Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained.	Yes
13. Whether the property is ancestral/or under joint ownership 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, 1894?	No
15. Whether Urban Land Ceiling Act is applicable in the State where the property is located?	N.A.
16. In case of leasehold property, whether permission/NOC from the lessor is required for creation of mortgage? Whether permission of the lessor/NOC is obtained?	N.A.
17. What is the rate of sharing of unearned income with lessor, in the event of sale of the property?	N.A.
18. Whether copy of title deed favouring lessor (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? If any condition is violated, effect thereof.	N.A.
20. Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of 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.

11 (10)

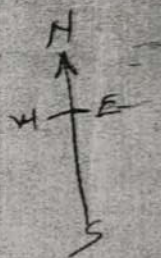
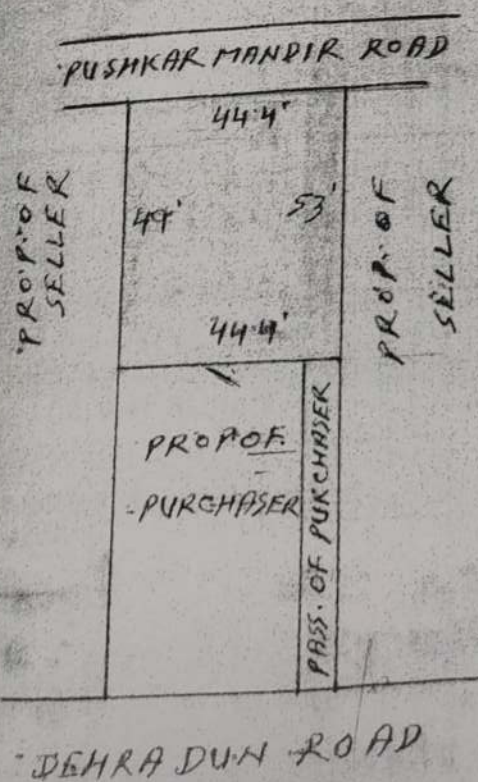
ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
21. In respect of agriculture land, whether land is declared surplus or under consolidation of holdings?	N.A. (comes with limit of Nagar Nigam, Rishikesh)
22. Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding toward the mortgagor? (Copies of revenue record be submitted to the Bank while submitting the Certificate of Title Investigation).	N.A. (comes with limit of Nagar Nigam, Rishikesh)
23. Whether the mortgaged property is enforceable under SARFAESI Act 2002	Yes

Date : 02.12.2022

Place : Rishikesh


Shailendra Semwal
(Shailendra Semwal)
ADVOCATE

18/5/21
 SITE PLAN OF LAND PART OF KH.
 No. 116/1 AT ADARSH GRAM RISHIKESH.
 SOLD BY: SWAMI NITYA NAND PURI
 SOLD TO: SMT. SHAILA PANWAR
 SOLD AREA SHOWN IN RED
 TOTAL SOLD AREA: 210.36 SQMT.



20/05/2021
 18/5/21

I shall be liable/responsible, if any loss is caused to the bank due to negligence on my part in making the search and Bank has the unqualified right to publish my name for including in the caution list being maintained by the INDIAN BANK'S ASSOCIATION OR RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY for circulation amongst Banks/Financial Institutions.

The search report of which is annexed hereto, conducted by me, for the period from 1.1.1998 to 02.12.2022 disclose that **the property is already mortgaged with PNB, Indira Nagar, Dehradun.**

I have not given opinion earlier on investigation of title relating to the same property as detailed hereunder :

- a) Name of lender : **N.A.**
- b) Date of opinion & reference No. (if any)
- c) Remarks

I find following no defects in the title of the person offering mortgage :

Brief history of the property is that Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun have purchased the said property from Swami Nityanandpuri chela Swami Jyotirmayanand, R/o 19 Adarsh Gram, Rishikesh through Sale-Deed dt. 04.08.1999 regd. with S.R. Rishikesh at Bk.No.1, zild 01, pg. 105, AdF Bk.No.1, zild 43, pg. 31-54 at No.1272 on 06.08.1999. Swami Nityanandpuri was the owner much before 1999.

The name of Smt. Shaila Panwar & Rahul Panwar are mutated in Municipal record and SARFAESI Act applies on the property.

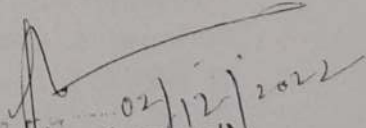
I hereby certify that **Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun** have a clear, valid and marketable title over the above said property and they are competent to create the mortgage to the satisfaction of the bank and the physical verification of the property required by the bank officials.

The valid equitable mortgage can be created by deposit of the following documents :-

1. **Sale-Deed dt. 04.08.1999 regd. with S.R. Rishikesh at Bk.No.1, zild 01, pg. 105, AdF Bk.No.1, zild 43, pg. 31-54 at No.1272 on 06.08.1999.**
2. **Copy of Municipal Tax receipt**

Encl :

1. Special Report
2. Chain of Title
3. Certified Copy of Sale Deed
4. Search Report


(Shailendra Semwal)
Advocate

ANNEXURE-V-B

SHAILENDRA SEMWAL
Advocate

163H, Nehru Marg
Lane No.19, Ashutosh Nagar
Rishikesh-249201
Cell:9412007807, 9808729598

DATE : 02.12.2022

SEARCH REPORT

Account : M/s Kailash Builders through Partners Smt. Shaila Panwar,
Smt. Uttama Panwar and Sh. Rahul Panwar.
B.O. : PNB, MCC, Dehradun.

Search report related to searches made in :

- a) Sub Registrar Office,
- b) Registrar of Companies
- c) Courts
- d) Other offices
- a) Office of the Co-operative Society
- b) _____ Development Authority
(DDA/HUDA/and the like)
- e) Any other documents
 - i) Receipt for payment of Municipal Taxes etc.

1. Sub Registrar/Registrar of Assurance Office

The encumbrance certificate was obtained from the Sub Registrar,
_____ for the period from _____ to _____ and the same
disclosed following encumbrances (Certificate enclosed).

- a) -NIL-
- b)
- c)


**There is no system of issue of encumbrance certificate in the
office of Sub-Registrar, Rishikesh**

2. Besides obtaining encumbrance certificate from the Sub Registrar,
personal search was carried out by me for the purpose. Inspection
was made on **02.12.2022** for the period from **1.1.1998** to
02.12.2022 at the following sub registrar/offices :

- a) **S.R. Rishikesh, Receipt No. 45/78 dt. 02.12.2022**

The search report disclosed the followings encumbrance :-

The property is already mortgaged with PNB, Indira Nagar,
Dehradun.



3. The Ownership of the property being of a company, search was conducted in the following offices of the registrar of companies:
The search made out in the office of Registrar of Companies disclosed :

ROC	INFORMATION
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4. **Inspection of Court records disclosed :**
(This may detail Suit pending, Decrees, Attachment before Judgement Injunction, Appointment of Receiver, Appointment of Liquidator).

Name of Court	Date of Order	Nature of Order
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5. Searches made/Inspection carried out in the following offices disclosed :-

Office	Date of search/ Inspection	Information
S.R. Rishikesh	02.12.2022	Already mortgaged with PNB, Indira Nagar, Dehradun.

6. A study of the following documents disclosed :

Details of documents perused	Information
<p>1. Sale-Deed dt. 04.08.1999 regd. with S.R. Rishikesh at Bk.No.1, zild 01, pg. 105, AdF Bk.No.1, zild 43, pg. 31-54 at No.1272 on 06.08.1999.</p> <p>2. Copy of Municipal Tax receipt</p>	Already mortgaged with PNB, Indira Nagar, Dehradun.

Defects noticed are indicated in the Certificate given by me.

(Shailendra Semwal)
Advocate

02/12/2022

प्रत विक्रय पत्र 90,000/- रुपये ।

री मूल्य जिस पर स्टाम्प दिया है 95,000/- रुपये ।

पृष्ठ की संख्या 10

ग्राम्य शुल्क १,५००/- रुपये आवास विकास शुल्क सहित

कुल स्टाम्प का योग 9,500/- रुपये ।

मैं/हम कि स्वामी नित्यानन्द पुरी शिष्य ब्रह्मगीन स्वामी ज्योतिमया नन्द पुरी

निवासी- 19, आदर्श ग्राम पुष्कर मन्दिर मोर्गे, ऋषिेश जिला- देहरादून ।

— विवेता —

निम्नलिखित सम्पत्ति वाकै स्थित- 19 अवर्ष ग्राम अधिकांश खसरा नं.-68मि

रकबा-170.21 वर्ग मीटर न

के मालिक व काबिज हैं और हमारी यह सम्पत्ति हर प्रकार के भार व रहन से मुक्त है उसको बदरत

श्री श्रीमती शैला पंवार पत्नी श्री शरवीर सिंह पंवार व श्री राहुल पंवार पुत्र श्री-
शरवीर सिंह पंवार, निवासीगण - भरत मन्दिर रोड, अषिपेश जिला-देहरादून ।

-----केता गण ।

विक्रय कर दिया है बदले में विक्रय धन 90,000/- रुपये

नकद प्राप्त कर लिये के निम्न प्रकार वसूल पाया

विवरण सम्पत्ति

वाल्के

इस विषय पत्र के अन्त में दिया जा रहा है :-

बोधो मे मिलेन नहि पुन।

11/5

PH. 43044 4/1511
M. RAJAVAR SINGH NEST
ADVOCATE
Pushkar Mandir Marg, Raikot
R. No. 2890/79

विक्रय पत्र

मै स्वामी नित्यानन्द पुरी शिष्य ब्रह्मलीन स्वामी ज्योति-
मयानन्द पुरी, निवासी- 19, आदर्श ग्राम पुष्कर मन्दिर मार्ग अधिकेश
जिला- देहरादून का हूँ। मेरी एक सम्पत्ति 19, आदर्श ग्राम अधिकेश
जिला देहरादून में है जिसका खसरा नं - 68 मिनजुमला है। इस सम्पत्ति
में से 170.21 वर्ग मीटर भूमि छण्ड मैने मु०- 90,000/- रुपये
सब्बे हजार रुपये में श्रीमती शैला पंवार पत्नी श्री शरवीर सिंह पंवार
निवासी- भरत मन्दिर रोड, अधिकेश एवं श्री राहुल पंवार पुत्र श्री
शरवीर सिंह पंवार निवासी- भरत मन्दिर रोड, अधिकेश जिला-
देहरादून को विक्रय कर दी है और भूमि का सम्पूर्ण कब्जा क्रेता गण
को दे दिया है। सम्पूर्ण विक्रय मूल्य प्राप्त कर लिया है, अब कोई
देय नहीं है। विक्रीत भूमि का सम्पूर्ण विवरण इस विक्रय पत्र के अन्त
में दिया जा रहा है।

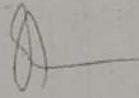
---2/-

स्वामी नित्यानन्द पुरी

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यह कि पंजीत भूमि हर तरह से पाक साफ है, कहीं किसी वाद-
विवाद में सम्मिलित नहीं है, कहीं भी किसी बैंक कर्जा, सरकारी कर्जा या
व्यक्तिगत कर्जा में बंधित नहीं है ।

रमेश चन्द्रपुरी



---3/-



--3

विक्रीत भूमि में मुझे विक्रेता के साथ कोई साझी या भागीदार नहीं है। मैं इसका एक मात्र स्वामी हूँ और मुझे इस भूमि को विक्रय करने का अधिकार प्राप्त है। आज के बाद मुझे विक्रेता के स्वामित्व में कोई दोष होने के कारण विक्रीत भूमि फ़ेतागण के अधिकार व स्वामित्व से निकल जाये तो उस दशा में विक्रेता विक्रय मूल्य मय ब्याज इजनि के फ़ेतागण को देने के लिए उत्तरदायी रहेगा।

स्वा. मे. दि. २५/०८/२०२१



--4/-



--5--

- 1- यह कि विदेता अनुसूचित जाति व जनजाति से संबंधित व्यक्ति नहीं है ।
- 2- यह कि विक्रीत सम्पत्ति खाली भूमि है, उस पर कोई पेड़ व बाग नहीं है ।
- 3- यह कि विक्रीत सम्पत्ति की चारों दिशाओं में कोई चाहरदीवारी भी नहीं हो रखा है ।

स्वा. प्र. नि. ए. म. ए. पुरी

--6/-

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- 4- यह कि विक्रीत सम्पत्ति मुख्य मार्ग से 200 मीटर अन्दर पुष्कर मन्दिर मार्ग पर स्थित है ।
- 5- यह कि विक्रीत सम्पत्ति नगरपालिका सीमा के अन्दर है ।
- 6- यह कि विक्रीत सम्पत्ति औद्योगिक क्षेत्र के अन्तर्गत नहीं है ।

ब्रह्मचारी निरंजन प्रसाद

--7/-

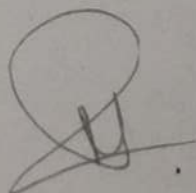


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- 7- यह कि विहीत सम्पत्ति के संबंध में दोनों पक्षों के मध्य पूर्व में कोई अनुबंध पत्र निष्पादित नहीं हुआ है ।
- 8- यह कि पिछेता की फोटो श्री महावीर सिंह नेगी, स्ड. वॉकेट द्वारा स्थापित की गयी है ।

हस्ताक्षर श्री (2017) 10/10/17

--8/-

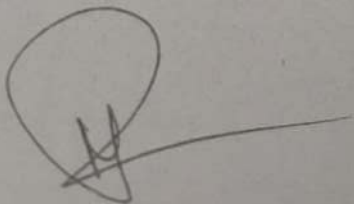


विवरण विक्रीत सम्पत्ति

यह कि सम्पत्ति स्थित-19 आदर्श ग्राम अधिका, जिसका
खसरा नं.-68 मि० रकबा-170.21 वर्ग मीटर है। जिस पर सरकारी
मूल्यांकन 550/- रुपये प्रति वर्ग मीटर की दर से 94,040/- रुपये
आता है। जिस पर नियत स्टाम्प शुल्क- 9,500/- रुपये अदा किया
जा रहा है। विक्रीत सम्पत्ति की सीमायें निम्न प्रकार हैं :-

देहा में मिट्टी का पुरा

---9/-



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पूरब में :- सम्पत्ति विधेता की,

पूरब में :- सम्पत्ति अधिकार विधेता की

उत्तर में :- पुष्कर मन्दिर मार्ग, स्वामी

दक्षिण में :- सम्पत्ति विधेता की ।

स्वामी विदया मठ

--10/-

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अतः आज दिनांक - 4.8.99 को स्थान अधीकेश में यह विक्रय
 का निष्पादित कर दिया है ताकि समय रहे और वक्त जरूरत पर
 काम आवे ।

स्वामी नित्यानन्द पुरी

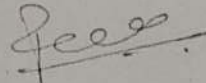
हो विक्रेता-----

साक्षी-1,

श्री नारायण ,

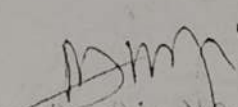
मु. स्वामी नित्यानन्द पुरी,

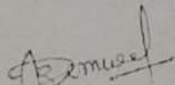
नि. - मुष्कर मन्दिर मार्ग अधीकेश ।

साक्षी-2, 

रवीन्द्र सिंह वीवण्ट,

सड़वोकेट, अधीकेश ।

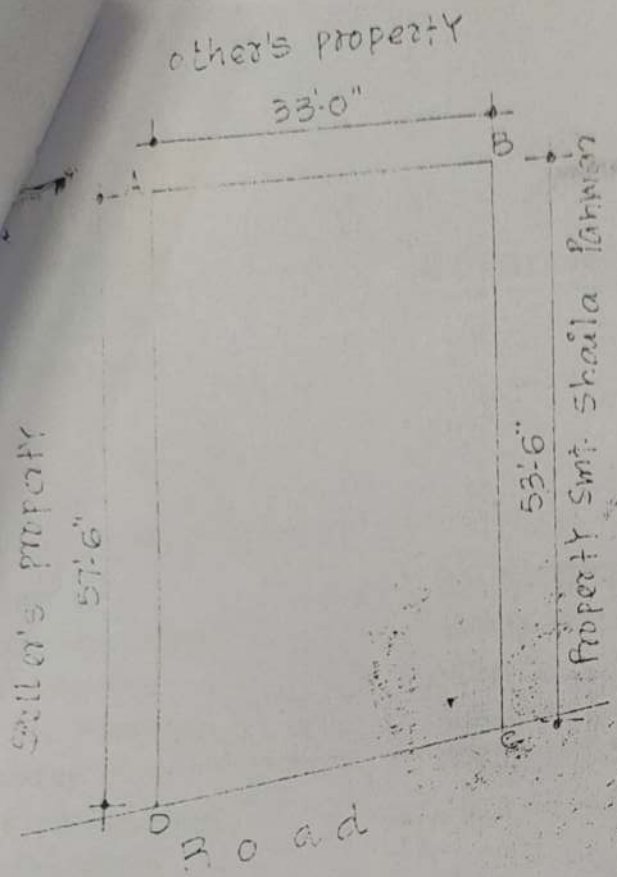
राचयता :-  रवीन्द्र सिंह नेमी, सड़वोकेट, अधीकेश ।

दं. पत्रार्थ :-  देवेन्द्र तेलवाल ।

नोट :- विक्रीत सम्पत्ति की माप के लिए मानचित्र संलग्न है ।

स्वामी नित्यानन्द पुरी





AREA ETC:
Area of Land: 1831.50 s.ft.
 $= 203.50 \text{ m}^2 = 170.15 \text{ m}^2$
Property (Land) is shown
bounded by ABCDA &
red colour.
scale: 1" = 16'-0"

Site plan showing the land owned & sold by Swami
Nitya Nanda puri chela Swami Jyotirmayananda sold to
Smt. Shaila Panniar w/o sri S. S. Panniar & sri Rahul Panniar
s/o sri S. S. Panniar at - 19 Adarsh gram Rishikesh.
KHASRA NO. 116 VILL. RISHIKESH

Seller's sig.

Ajay Kumar
ENGINEER ASSOCIATES
Arch. Engineers - Planner
19 Adarsh gram - RISHIKESH



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK01338769394231U
 Certificate Issued Date : 20-Aug-2022 03:01 PM
 Account Reference : NONACC (SV)/ uk1203104/ RISHIKESH/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK120310407831480469822U
 Purchased by : SHAILENDRA SEMWAL ADVOCATE
 Description of Document : Article Miscellaneous
 Property Description : -
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NA
 Second Party : SHAILENDRA SEMWAL ADVOCATE
 Stamp Duty Paid By : SHAILENDRA SEMWAL ADVOCATE
 Stamp Duty Amount(Rs.) : 10
 (Ten only)

सत्यमेव जयते



R.P. VYAS
 Stamp Vendor
 Court Compound Rishikesh

Please write or type below this line

पढ़नेवाला.....
 सुननेवाला.....

बही नं०...I... जिल्द...I... के पृष्ठ...10...
 एडीशनल बही नं०...1... जिल्द...13... के
 पृष्ठ...31... में तारीख...27/2... दिनांक...6/08/1999
 54 S.D. O.P. Murali
 उप निबन्धक ग्रहणिकेश

हफल वसुधा-6311

दिनांक 29-11-2022

True Copy. S.R.

सब रजिस्ट्रार
 ग्रहणिकेश

-2-

AFFIDAVIT

Before : The Asstt. General Manager, Punjab National Bank, MCC, Dehradun.

Affidavit of : Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun

We, the deponents named above do hereby solemnly declare and affirm as under :-

1. That deponents are acquainted with the facts, deposed to hereunder.
2. That deponents are entitled to deal with the property in any manner, which is fully described in the Schedule of Property, given hereunder, and hereinafter to be referred as the said property.
3. That the deponents have not created any mortgage charge, or encumbrance of any kind or nature, whatsoever on or in respect of the said property **except PNB, Indira Nagar, Dehradun**. We declare that no adverse claim of any kind exist against the said property and we have not received any notice of any intended or compulsory acquisition of the said property or any notice that the said property is reserved for any particular purpose.
4. That the only title deed/sale-deed, documents or writing to the said property which are in deponent's possession are those and specified and mentioned hereunder written and documents in respect of the said property.

We further declare that deponent has not any time deposited any of the title deed relating to the said property with any person or persons whatsoever as and by way of security, equitable mortgage by deposit of title deeds, charge, lien or trust or in any manner whatsoever **except PNB, Indira Nagar, Dehradun** and that the said property is free from all encumbrances, claims and demands **except PNB, Indira Nagar, Dehradun**.

5. That no claim has ever been made against the deponents or the said property on the ground of any deposit of all or any of the title, documents or writing or any one or more of them as security or any other ground whatsoever.

6. That there is no property revenue assessment, income, tax, wealth tax, expenditure tax or any other taxes, cesses, assessment, due and payable by deponent for which the said property is liable to be attached nor has deponent received any notice under the Payment of Taxes Act, The Transfer of Property Act, The Income tax Act or any other act issued or pending against deponent over the said property is not subject matter of any suit or legal proceedings nor any attachment before or after judgement nor has any trust secret or otherwise been created in respect of the said property.

7. That the **PNB** has given and agree to continue to **M/s Kailash Builders, 452, Panwar Bhawan, Bharat Mandir Road, Rishikesh** through **Partners Smt. Shaila Panwar, Smt. Uttama Panwar and Sh. Rahul Panwar** various banking and financial facilities on the faith and assurance, given by deponents that they shall not sell, charge, encumbrance, lease, dispose off or deal with any of their property in any manner whatsoever until such time all the liabilities under the various facilities granted to **M/s Kailash Builders** has been paid in full by the said **M/s Kailash Builders** and it has got the discharge confirmed in writing.

8. That the **deponents** has agree and undertaken to indemnify and keep indemnified the **PNB** fully and effectually against all the claims, demands, charges and expenses whatsoever in respect of their property.

9. That the deponents make this declaration solemnly, sincerely and consciously knowing the same to be true and knowing that on the faith of the said declaration **PNB** has given and agreed to continue to **M/s Kailash Builders** various banking and financial facilities.

THE FIRST SCHEDULE

Property bearing Municipal No.19, Khasra No.116/1 Min., area 170.21 sqm., situated at Adarsh Gram, Rishikesh, Distt. Dehradun, which is bounded & butted as under:-

- East - Property of seller
- West - Property of Purchasers
- North - Pushkar Mandir Marg
- South - Property of Purchasers

THE SECOND SCHEDULE

Sale-Deed dt. 04.08.1999 **executed by** Swami Nityanandpuri chela Swami Jyotirmayanand, R/o 19 Adarsh Gram, Rishikesh **in favour of** Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar and Sh. Rahul Panwar S/o Sh. Shoorvir Singh Panwar, R/o Bharat Mandir Road, Rishikesh, Distt. Dehradun, which is regd. with S.R. Rishikesh at Bk.No.1, zild 01, pg. 105, AdF Bk.No.1, zild 43, pg. 31-54 at No.1272 on 06.08.1999.

Deponents

Verification :

We, the deponents named above do hereby solemnly declare and affirm that the contents of paras 1 to 9 and Schedules above are true to our knowledge and belief. No part of it is false and nothing material has been concealed.

Verified at Rishikesh on

Deponents

Akhil Kumar and Associates

Akhil Kumar
Govt. approved valuer for immovable properties
Category: I / 629/201/2018-19
Fellow Member Institution of Valuers
Fellow Ship No. F-25618
Engineers, Planner & Valuer

Office-cum residence
51, Maliyan Street (Saharanpur Chowk), Dehradun
Ph. No. 0135-2620568
Mob. 9818649048
Email: akassociatesddn@gmail.com

(Our Ref. No. AKA / PN / R / 20 (III) / SEP. / 2022)
Date: 03.09.2022

ANNEXURE 8

Format-A

To,
The Branch Manager
Punjab National Bank, Indira Nagar Branch, Dehradun

VALUATION REPORT (IN RESPECT OF LAND / SITE AND BUILDING)

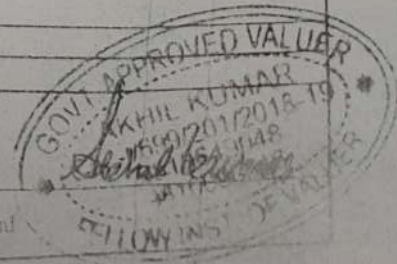
FOR

PRESENT DAY ASSET VALUE IN RESPECT OF IMMOVABLE PROPERTY i.e. AN OPEN RESIDENTIAL LAND, SITUATED IN ADARSH GRAM

RISHIKESH (PUSHKAR MANDIR ROAD), PARGANA PARWA DOON, TEHSIL RISHIKESH & DISTT. DEHRADUN (UTTARAKHAND)

FORMAT OF VALUATION REPORT FOR ALL IMMOVABLE PROPERTIES

S. No.	Particulars	Content
I	Introduction	
1.	Name of valuer	: Akhil Kumar
2.	Date of inspection	: 01.09.2022
	Title deed Number & Date	: Ref. Copy of Valuation report, Dt.01.03.2019
	Date of valuation	: 03.09.2022
3.	Purpose of valuation	: Credit facility from Bank
4.	Name of the owner(s) (details of share of each owner in case of joint & co-ownership)	: (1) SMT. SHAILA PANWAR W/o Sh. Shurveer Singh Panwar (2) SH. RAHUL PANWAR S/o Sh. Shurveer Singh Panwar
5.	Name of Bank/ FI as applicable	: Punjab National Bank, Indira Nagar Branch, Dehradun
6.	Name of developer of the property (in case of developer built properties)	: Not applicable (property is land only)
7.	Whether occupied by the owner / tenant? If occupied by tenant, since how long?	: Owner
II	Physical Characteristics of the Asset	
1.	Location of the property in the city	: Rishikesh/Dehradun
	Plot No. / Survey No.	: Property No. 19, Khasra No. 116/1 Min, situated in Adarsh
	Door No.	: Gram Rishikesh (Pushkar Mandir Road), Pargana Parwa
	T. S. No. / Village	: Doon Tehsil Rishikesh & Distt. Dehradun (Uttarakhand).
	Ward / Taluka	: and the important land mark is near HP Petrol Pump. &
	Mandal / District	: Shemford School.
2.	Municipal Ward No.	: -
3.	City / Town	: Rishikesh/Dehradun
	Residential Area/Commercial Area/Industrial Area	: Residential Area
4.	Classification of the area	
	High / Middle / Poor	: Middle Class
	Metro / Urban / Semi Urban / Rural	: Urban
5.	Coming under Corporation limit / Village Panchayat / Municipality	: Corporation limit
6.	Postal address of the property	: Not applicable
7.	Latitude, Longitude and Coordinates of the site	: Latitude:- 30.1106892, Longitude:- 78.2950898
8.	Area of the plot/Land (Supported by a plan)	: 170.21 Sqmt.
9.	Layout plan of the area in which the property is located	: Not available
10.	Development of surrounding areas	: Residential area
11.	Details of the road abutting the property	: Pushkar Mandir Road
12.	Whether covered under any State / Central Govt. enactments (e.g. Urban Land Ceiling Act) or notified under agency area / scheduled area / cantonment area	: No
13.	In case it is an agricultural land, any conversion to house site plots is contemplated	: No, it is a Residential land



S	Particulars	Content	
14.	Boundaries of the property	A	B
	East	As per sale deed	Actuals
	West	170.21 Sqmt.	
	North		
	South		
	Extent of the site considered for valuation (least of 14 A & 14 B)		
	15.	Description of the adjoining properties	
East	Property of Sh. Rahul Panwar (Shemford School)		
West	Property of Smt. Shaila Panwar		
North	Pushkar Mandir Road		
South	Property of Sh. Batra Ji		
16.	Survey No. if any	Property No. 19, Khasra No. 116/1 Min	
17.	Type of building (Residential/Commercial/Industrial)		
18.	Details of the building/buildings and other improvements in term of area, height, number of floors, plinth area floor wise, year of construction with details, full details of specifications to be appended along with building plans and elevations	Not applicable (property is land only)	
19.	Plinth area, carpet area and saleable area to be mentioned separately and clarified		
20.	Any other aspect	No	
III	1. Town Planning Parameters		
2.	Master Plan provisions related to the property in terms of land use	Residential	
3.	Approved map / plan issuing authority	Property is land only (Approving authority MDDA)	
4.	Whether genuineness or authenticity of approved map / plan is verified		
5.	Any other comments by our empanelled valuers on authentic of approved plan	No	
6.	Planning area/Zone	Commercial	
7.	Development Controls	Corporation Limit	
8.	Zoning regulations	As per bylaws	
9.	FAR/FSI permitted and consumed	Nil	
10.	Ground coverage	Nil	
11.	Transferability of development rights if any, Building bye-law provisions as applicable to the property viz., setbacks, height restrictions, etc.	Property is transferable	
12.	Comment on surrounding land uses and adjoining properties in terms of usage.	Adjoining properties is commercial	
13.	Comment on unauthorized construction if any	No	
14.	Comment on demolition proceedings if any	No	



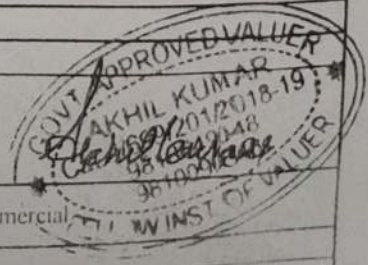
Akhil Kumar and Associates

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Subject
Approved valuer for immovable properties
No. 1/699/201/2018-19
Member Institution of Valuers
Licence No. F.25618
Surveyors, Planner & Valuer

Office-cum residence
51, Malyan Street (Saharanpur Chowk), Dehradun
Ph. No. 0135-2620568
Mob. 9818649048
Email: akassociatesddn@gmail.com

Particulars		Content	
		A	B
		As per sale deed	Actuals
14.	Boundaries of the property	170.21 Sqmt.	
	East		
	West		
	North		
	South		
	Extent of the site considered for valuation (least of 14 A & 14 B)		14 B
15.	Description of the adjoining properties	Porperty of Sh. Rahul Panwar (Shemford School)	
	East	Porperty of Smt. Shaila Panwar	
	West	Pushkar Mandir Road	
	North	Property of Sh. Batra Ji	
	South	Property No. 19, Khasra No. 116/1 Min	
16.	Survey No. if any		
17.	Type of building (Residential/Commercial/Industrial)		
18.	Details of the building/buildings and other improvements in term of area, height, number of floors, plinth area floor wise, year of construction with details, full details of specifications to be appended along with building plans and elevations	Not applicable (property is land only)	
19.	Plinth area, carpet area and saleable area to be mentioned separately and clarified		
20.	Any other aspect	No	
III 1. Town Planning Parameters			
2.	Master Plan provisions related to the property in terms of land use	Residential	
3.	Approved map / plan issuing authority	Property is land only (Approving authority MDDA)	
4.	Whether genuineness or authenticity of approved map / plan is verified		
5.	Any other comments by our empanelled valuers on authentic of approved plan	No	
6.	Planning area/Zone	Commercial	
7.	Development Controls	Corporation Limit	
8.	Zoning regulations	As per bylaws	
9.	FAR/FSI permitted and consumed	Nil	
10.	Ground coverage	Nil	
11.	Transferability of development rights if any, Building bye-law provisions as applicable to the property viz., setbacks, height restrictions, etc.	Property is transferable	
12.	Comment on surrounding land uses and adjoining properties in terms of usage.	Adjoining properties is commercial	
13.	Comment on unauthorized construction if any	No	
14.	Comment on demolition proceedings if any	No	



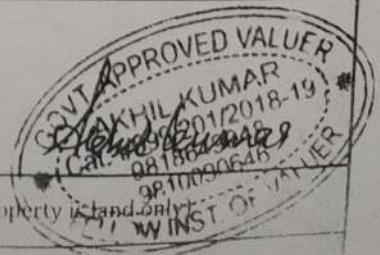
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Akhil Kumar and Associates

Akhil Kumar
Approved valuer for Immovable properties
Category I /699/201/2018-19
Fellow Member Institution of Valuers
Fellow Ship No. F:25618
Engineers, Planner & Valuer

Office-cum residence
51, Maliyan Street (Saharanpur Chowk), Dehradun
Ph. No. 0135-2620568
Mob. 9818649048
Email: akassociatesddn@gmail.com

S. No.	Particulars	Content
15.	Comment on compounding/ regularization proceedings	: Not applicable (property is land only)
16.	Comment on whether OC has been issued or not	: Not applicable (property is land only)
17.	Any other aspect	: No
IV	Legal Aspects	
1.	Ownership documents	: As per deed
2.	Name of the Owner/s (in case of joint & co-ownership, whether the shares are undivided or not)	: Joint ownership
3.	Comments on dispute/issues of landlord with tenant/statutory body/any other agencies, if any in regard to immovable property	: Apparently not, but bank counselor to inform
4.	Comments on whether the IP is independently accessible?	: Independent
5.	Title verification	: No
6.	Details of leases if any	: Free hold and transferable
7.	Ordinary status of freehold or leasehold including restriction on transfer	
8.	Agreements of easements if any	: No
9.	Notification for acquisition if any	: No
10.	Notification for road widening if any	: Not applicable
11.	Possibility of frequent flooding / sub-merging	: No
12.	Special remarks, if any, like threat of acquisition of land for public service purposes, road widening or applicability of CRZ provisions etc. (Distance from sea-coast / tidal level must be incorporated)	: Nil
13.	Heritage restrictions if any, All legal documents, receipts related to electricity, water tax, property tax and any other building taxes to be verified and copies as applicable to be enclosed with the report.	: Free hold and transferable
14.	Comment on transferability of the property ownership	: It is under proprietary ownership.
15.	Comment on existing mortgages / charges/encumbrances on the property, if any	: Already mortgage
16.	Comment on whether the owners of the property have issued any guarantee (personal/corporate) as the case may be	
17.	Building plan sanction, illegal construction if any done without plan sanction/violations	: Not applicable (property is land only)
18.	Any other aspect	: No



Akhil Kumar and Associates

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Kumar

Approved valuer for Immovable properties

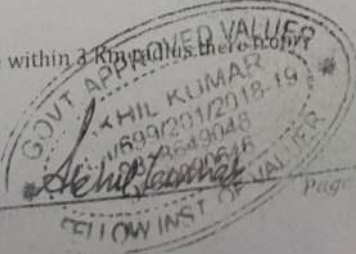
Category 1 / 699/201/2018-19

Fellow Member Institution of Valuers

Fellow Ship No. F-25618

Engineers, Planner & Valuer

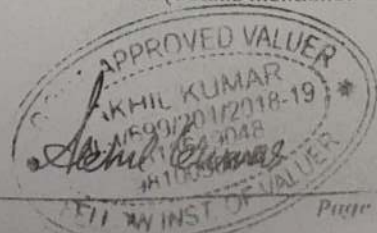
S. No.	Particulars	Content
V	Economic Aspects	
	1. Details of ground rent payable	Not applicable (property is land only)
	2. Details of monthly rents being received if any	
	3. Taxes and other outgoings	
	4. Property Insurance	
	5. Monthly maintenance charges	
	6. Security charges etc.	
	7. Any other aspect	Nil
VI	Socio-cultural Aspects	
1.	Descriptive account of the location of the property in terms of the social structure of the area, population, social stratification, regional origin, age groups, economic levels, location of slums/squatter settlements nearby, etc.	The subject property is a residential land, situated in residential area
VII	Functional and Utilitarian Aspects	
	Description of the functionality and utility of the assets in terms of:	Not applicable (property is land only)
1.	Space allocation	
2.	Storage space	
3.	Utility of spaces provided within the building	
4.	Any other aspect	Nil
VIII	Infrastructure Availability	
a)	Description of aqua infrastructure availability in terms of	Not applicable (property is land only)
1.	Water supply	
2.	Sewerage/sanitation	
3.	Storm water drainage	
b)	Description of other physical infrastructure facilities viz.	Not applicable (property is land only)
1.	Solid waste management	Not applicable (property is land only)
2.	Electricity	Available within 3 Km radius, there is no problem
3.	Roads & Public transportation connectivity	
4.	Availability of other public utilities nearby	
c)	Social infrastructure in terms of	
1.	School	
2.	Medical facilities	
3.	Recreation facilities in terms of parks and open spaces	



Akhil Kumar
 Approved Valuer for Immovable properties
 Category I / 699/201/2018-19
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 Fellow Ship No. F:25618
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 Email: akassociatesddn@gmail.com

S. No.	Particulars	Content
IX	Marketability	
	Analysis of the market for the property in terms of	
1.	Location attributes	: Nil
2.	Scarcity	: No
3.	Demand and supply of the kind of subject property	: No
4.	Comparable sale price in the locality	: Inquired by local persons and market survey
X	Engineering and Technology Aspects	
1.	Type of construction	:
2.	Materials and technology used	:
3.	Specifications	:
4.	Maintenance issues	:
5.	Age of the building	:
6.	Total life of the building	:
7.	Extent of deterioration	:
8.	Structural safety	:
9.	Protection against natural disasters viz. earthquakes, etc.	Not applicable (property is land only)
10.	Visible damage in the building if any	
11.	Common facilities viz. lift, water pump, lights, security system etc.	
12.	System of air conditioning	
13.	Provision for fire fighting, Copies of plan and elevations of the building to be included	
XI	Environmental Factors	
1.	Use of environment friendly building materials, Green building techniques if any	:
2.	Provision for rain water harvesting	:
3.	Use of solar heating and lighting systems, etc., Presence of environmental pollution in the vicinity of the property in terms of industries, heavy traffic, etc.	: Not applicable (property is land only)
XII	Architectural and aesthetic quality	
1.	Descriptive account on whether the building is modern, old fashioned, etc. plain looking or with decorative elements, heritage value if applicable, presence of landscape elements, etc.	: Not applicable (property is land only)
XIII	In case of the valuation of industrial property	
1.	Proximity to residential areas	:
2.	Availabilities of public transport facilities	: Available within 3 km
XIV	Valuation	
1.	Here the procedures adopted for arriving at the valuation has to be highlighted. The valuer should consider all the three generic approaches of property valuation and state explicitly the reason for adoption or rejection of a particular approach and the basis on which the final valuation judgement is arrived at	:
2.	Details analysis and descriptive account of the approaches and assumptions made, basis adopted, supporting data (in terms of comparable sales), reconciliation of various factors, departure final valuation arrived at has to be presented here.	: 6)



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Akhil Kumar and Associates

Akhil Kumar
Govt. Approved valuer - Cat. I /699/201/2018-19
Chartered Engineer (Reg. No. M-164822-5)
Fellow Member Institution of Valuers (No. F 025618)
MDDA Panelled Engineer (Licence No. E/49/2020)
Engineers, Planners & Valuers (Land & Building)

Office-cum residence
1, Maliyan Street (Saharanpur Chowk), Dehradun
Ph. No. 0135-2620568
Mob.: 9818649048
Email: akassociatesddn@gmail.com

Annexure

Evaluation

Land rates assessed through ground survey:-

Market inquiry dated 01.09.2022 shows that the prevailing land rate for the similar plot in this area is Rs. 40,000/- Per Sqyd. Or Rs. 47,800/- Per Sqmt.

Details are as under:

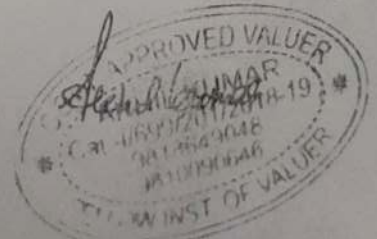
1) Valuation of Land

Particulars	Market rate	Circle rate
Land area (Sqmt.)	170.21	170.21
Land rate applied (Per Sqmt.)	Rs. 47,000	Rs. 21,000
Cost of land	Rs. 79,99,870	Rs. 35,74,410

Summary for property value

Particulars	Market rate	Circle rate
Land.....	Rs. 79,99,870	Rs. 35,74,410
Building.....	Rs. 0	Rs. 0
Total	Rs. 79,99,870	Rs. 35,74,410

Market value of the Property	Rs. 79,99,870
Realisable Value of the property (Less 15% of fair market value)	Rs. 67,99,890
Distress Value of the property (Less 25% of fair market value)	Rs. 59,99,903
Circle Rate Value of the property	Rs. 35,74,410



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Govt. Approved valuer for Immovable properties
Category 1 /699/201/2018-19
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properties/plots of similar size/ area and same use as the land being valued). The other details are as under:

properties/plots of similar size/ area and same use as the land being valued). The other details are as under:		
i.	Date of purchase of immovable property	Ref. Sale deed
ii.	Purchase price of immovable property	Rs. 16,73,000
iii.	Book value of immovable property (as on 03.09.2022)	Rs. 35,74,410
iv.	Realizable value of immovable property (as on 03.09.2022)	Rs. 67,99,890
v.	Distress sale value of immovable property (as on 03.09.2022)	Rs. 59,99,903
vi.	Guideline Value (Value as per Circle Rates). If applicable, in the area where the immovable property is situated.	Rs. 35,74,410

Date 03.09.2022

APPROVED VALUER
 (Name and Official Seal of the approved valuer)
 ALL W INST. OF VALUER

- Page No. 7

Akhil Kumar and Associates

Akhil Kumar
Govt. Approved valuer for Immovable properties
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ANNEXURE 9

Format - E

DECLARATION FROM VALUERS

I hereby declare that-

- a. The information furnished in my valuation report dated 03.09.2022 is true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- b. I have no direct or indirect interest in the property valued;
- c. I have personally inspected the property on 01.09.2022. The work is not sub-contracted to any other valuer and carried out by myself.
- d. I have not been convicted of any offence and sentenced to a term of Imprisonment;
- e. I have not been found guilty of misconduct in my professional capacity.
- f. I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of my ability.
- g. I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable.
- h. I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure F- A signed copy of same to be taken and kept along with this declaration)
- i. I am registered under Section 34 AB of the Wealth Tax Act, 1957.
- j. I am the proprietor / partner / authorized official of the firm / company, who is competent to sign this valuation report.
- k. Further, I hereby provide the following information.



Akhil Kumar and Associates

Akhil Kumar

Approved valuer for immovable properties
Category I / 699/201/2018-19
Fellow Member Institution of Valuers
Fellow Ship No. F.25618
Engineers, Planner & Valuer

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51, Mallyan Street (Saharanpur Chowk), Dehradun

Ph. No. 0135-2620568

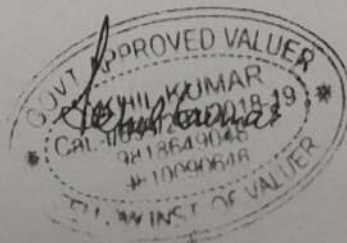
Mob. 9818649048

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No.	Particulars	Valuer comment
1	Background information of the asset being valued;	Open Residential land
2	Purpose of valuation and appointing authority	Credit facility from Bank
3	Identity of the valuer and any other experts involved in the valuation;	Akhil Kumar Reg. No. Category I / 699/201/2018-19
4	Disclosure of valuer interest or conflict, if any;	Not applicable
5	Date of appointment, valuation	01.09.2022
6	Date and date of report;	03.09.2022
7	Inspections and/or investigations undertaken;	Site inspection and fair market rate.
8	Nature and sources of the information used or relied upon;	Site Information and verify with locals.
9	Procedures adopted in carrying out the valuation and valuation standards followed;	Land building cost method
10	Restrictions on use of the report, if any;	Nil
11	Major factors that were taken into account during the valuation;	Approach & surrounding.
12	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report.	Nil

Date: 03.09.2022

Place: Dehradun



CODE OF CONDUCT FOR VALUERS

(Registered Valuers and Valuation Rules, 2017)

Valuers empanelled with bank shall strictly adhere to the following code of conduct

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.

2. A valuer shall maintain integrity by being honest, straightforward, and forthright in all professional relationships.

3. A valuer shall endeavor to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.

4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.

5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.

7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.

8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines and techniques.

9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.

10. A valuer shall not carry out any instruction of the client insofar as they are incompatible with the requirements of integrity, objectivity and independence.

11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

12. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.

13. A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.

14. A valuer shall maintain complete independence in his/its professional relationships and shall conduct the valuation independent of external influences.

15. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.

16. A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the valuation, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.

17. A valuer shall not indulge in "mandate snatching" or offering "convenience valuations" in order to cater to a company or client's needs.

18. As an independent valuer, the valuer shall not charge success fee (Success fee may be defined as a compensation / incentive paid to any third party for successful closure of transaction. In this case, approval of credit proposals).

19. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

20. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his/its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management

21. A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable

reasonable person to take a view on the appropriateness of his/its decisions and actions.

22. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorized by the authority, the registered valuers organization with which he/it is registered or any other statutory regulatory body.

23. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory regulatory body.

24. A valuer while respecting the confidentiality of information acquired during the course of performing professional services shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and Hospitality

25. A valuer or his/its relative shall not accept gifts or hospitality which undermines or affects his independence as a valuer.

Explanation— For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).

26. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

Remuneration and Costs

27. A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.

28. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service.

Occupation, employability and restrictions

29. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/ its assignments.

30. A valuer shall not conduct business which in the opinion of the authority or the registered valuers organization discredits the profession.

