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Akhil Kumar and Associates

Akhil Kumar
 Approved valuer for Immovable properties
 Category 1 / 699/201/2018-19
 Fellow Member Institution of Valuers
 Fellow Ship No. F25618
 Engineers, Planner & Valuer

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

(Our Ref. No. AKA / PN/ R / 20 (II)/ 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)

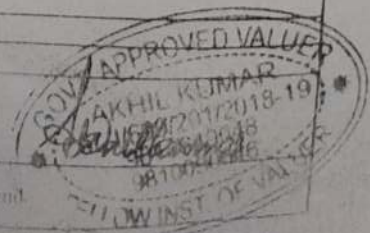
FOR

PRESENT DAY ASSET VALUE IN RESPECT OF IMMOVABLE PROPERTY i.e. AN OPEN 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)	SMT. SHAILA PANWAR W/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.	Khasra No. 116/1 Min, situated in Adarsh Gram Rishikesh
	Door No.	(Pushkar Mandir Road), Pargana Parwa Doon Tehsil
	T. S. No. / Village	Rishikesh & Distt. Dehradun (Uttarakhand), and the
	Ward / Taluka	important land mark is near HP Petrol Pump. & Backside
	Mandal / District	of Hotel Himalaya
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)	210.36 Sqmt.
9.	Layout plan of the area in which the property is located	Not available
10.	Development of surrounding areas	Developed
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.



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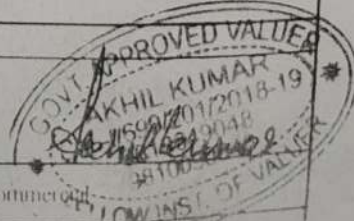
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S.	Particulars	Content	
		A	B
14.	Boundaries of the property	As per sale deed	Actuals
	East	53'-0"	53'-0"
	West	49'-0"	49'-0"
	North	44'-4"	44'-4"
	South	44'-4"	44'-4"
	Extent of the site considered for valuation (least of 14 A & 14 B)	14 B	
15.	Description of the adjoining properties	Property of Smt. Shaila Panwar & Sh. Rahul Panwar Property of M/s Raj Traders Pushkar Mandir Road Hotel Himalaya	
16.	Survey No. if any	Khasra No. 116/1 Min	
17.	Type of building (Residential/Commercial/Industrial)	Not applicable (property is land only)	
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		
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		
4.	Whether genuineness or authenticity of approved map / plan is verified	Property is land only (Approving authority MDDA)	
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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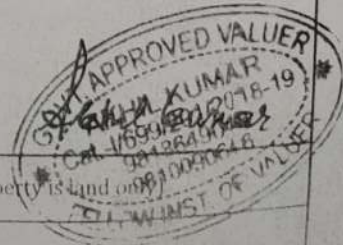
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S. No.	Particulars	Content
15.	Comment on compounding/ regularization proceedings	: Not applicable (property is land only)
16.	Comment on whether OC has been issued or not	: Not applicable (property is land only)
17.	Any other aspect	: No
IV	Legal Aspects	:
1.	Ownership documents	: Ref. Copy of Valuation report, Dt.01.03.2019
2.	Name of the Owner/s (in case of joint & co-ownership, whether the shares are undivided or not)	: Single 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	: Free hold and transferable
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.	: No heritage restrictions
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	: No
17.	Building plan sanction, illegal construction if any done without plan sanction/violations	: Not applicable (property is land only)
18.	Any other aspect	: No



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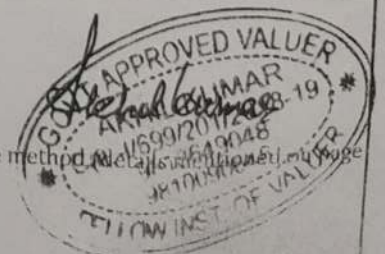
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S. No.	Particulars	Content
V Economic Aspects		
1.	Details of ground rent payable	Not applicable (property is land only)
2.	Details of monthly rents being received if any	
3.	Taxes and other outgoings	
4.	Property Insurance	
5.	Monthly maintenance 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	Not applicable (property is land only)
b)	Description of other physical infrastructure facilities viz.	
1.	Solid waste management	
2.	Electricity	Not applicable (property is land only)
3.	Roads & Public transportation connectivity	
4.	Availability of other public utilities nearby	
c)	Social infrastructure in terms of	Available within 3 Km radius from the property
1.	School	
2.	Medical facilities	
3.	Recreation facilities in terms of parks and open spaces	

Akhil Kumar
 APPROVED VALUER
 AKHIL KUMAR
 Cat. 4/699/201/2018-19
 9818649048
 FELLOW MEMBER INSTITUTION OF VALUERS
 Page No. 1

S. No.	Particulars	Content
IX	Marketability	
	Analysis of the market for the proeprty in terms of	
1.	Location attributes	:
2.	Scarcity	: Nil
3.	Demand and supply of the kind of subject property	: Yes
4.	Comparable sale price in the locality	: Yes
X	Engineering and Technology Aspetcs	: Inquired by local persons and market survey
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	: Not applicable (property is land only)
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.	:
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.	Proximately to residential areas	:
2.	Availabilities of public transport facilities	: Available within 3 km
XIV	Va uation	:
1.	Here the procedures adopted for arriving at the valuation has to be heilighted. The valuer sholuld consider all the three generic approaches of property valuation and state explicitly the reason for adoption of rejection of a particular approach and the basis on which the final valuation judgement is arrived at	: 6)
a)	Details analysis and descriptive account of the approaches and assumptions made, basis adopted, supporting data (in terms of comparable sales), reconciliation of various factors, departures final valuation arrived at has to be presented here	:



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 Registered Engineer (Reg. No. M-164822-5)
 Fellow Member Institution of Valuers (No. F 025618)
 RDA Panelled Engineer (Licence No. E/49/2020)
 Engineers, Planners & Valuers (Land & Building)

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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)	210.36	210.36
Land rate applied (Per Sqmt)	Rs. 47,800	Rs. 21,000
Cost of land	Rs. 1,00,55,208	Rs. 44,17,560

Summary for property value

Particulars	Market rate	Circle rate
Land.....	Rs. 1,00,55,208	Rs. 44,17,560
Building.....	Rs. 0	Rs. 0
Total	Rs. 1,00,55,208	Rs. 44,17,560

Market value of the Property	Rs. 1,00,55,208
Realisable Value of the property (Less 15% of fair market value)	Rs. 85,46,927
Distress Value of the property (Less 25% of fair market value)	Rs. 75,41,406
Circle Rate Value of the property	Rs. 44,17,560



Akhil Kumar and Associates**Akhil Kumar**

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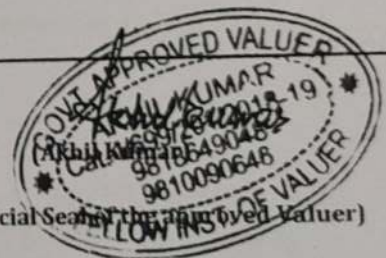
As a result of my appraisal and analysis, it is my considered opinion that the present market value of the above property in the prevailing condition with aforesaid specifications is Rs. 1,00,55,208 (Prevailing market rate along with details reference of atleast two latest deals/transactions with respect to adjacent properties in the areas. The reference should be of 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. 44,17,560
iv.	Realizable value of immovable property (as on 03.09.2022)	Rs. 85,46,927
v.	Distress sale value of immovable property (as on 03.09.2022)	Rs. 75,41,406
vi.	Guideline Value (Value as per Circle Rates). If applicable, in the area where immovable property is situated.	Rs. 44,17,560

Place: Dehradun

Date 03.09.2022

(Name and Official Seal of the Approved Valuer)

**Encl:**

1. Declaration from the valuer
2. Model code of conduct for valuer
3. Photographs of owner with the property in the background
4. Screen shot (in hard copy) of Global Positioning system (GPS)/Various Applications (Apps)/Internet sites (eg Google earth)/etc.

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Kumar
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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.



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**Kumar**

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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



MODEL CODE OF CONDUCT FOR VALUERS
(Adopted in line with Companies (Registered Valuers and Valuation Rules, 2017))

All 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.

Independence and Disclosure of Interest

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.
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 fees 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 valuer organization discredits the profession.

Date: 01.09.2017

Place: Dehradun



SHAILENDRA SEMWAL
Advocate

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

Ref :

DATE : 02.12.2022

CERTIFICATE

ENTRY SERIAL NO. 38.../REGISTER NO.1 OF YEAR 2022

(Counsel to give serial No. to the certificate as entered in register of searches maintained by him)

To,

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

Reg : Opinion on investigation of title and obtaining of search report in respect of Property bearing Khasra No.116/1, area 210.36 sqm., situated at Adarsh Gram, Rishikesh, Distt. Dehradun, belonging to Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar, R/o Dehradun Road, Rishikesh, Distt. Dehradun.

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

I have answered all the queries in the Special Report which is enclosed.

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

I further certify that the photographs of previous owner and of intending mortgagor affixed/seen in the title deed tally with records of registration office as well as certified copy of the title deed.

Chain of title relating to the property is complete as given in the Annexure hereto.

I have verified, tallied and compared these documents from the records of the office of Sub-Registrar/Registrar of assurances and also from the records of other appropriate authorities.

1. Sale-Deed dt. 7.7.1997 regd. with S.R. Dehradun at Bk.No.1, zild 498, pg. 19, Adf Bk.No.1, zild 326, pg. 857-870 at No.2510 on 07.07.1997.
2. Copy of Municipal Tax receipt

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 1.1.1996 to 1998 and 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, R/o Dehradun Road, Rishikesh, Distt. Dehradun has purchased the said property from Swami Nityanandpuri chela Swami Jyotirmayanand, R/o 19 Adarsh Gram, Rishikesh through Sale-Deed dt. 7.7.1997 regd. with S.R. Dehradun at Bk.No.1, zild 498, pg. 19, Adf Bk.No.1, zild 326, pg. 857-870 at No.2510 on 07.07.1997. Swami Nityanandpuri was the owner of the said property much before 1997.

The name of Smt. Shaila Panwar is mutated in Municipal record and SARFAESI Act applies on the property under verification.

I hereby certify that Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar, R/o Dehradun Road, Rishikesh, Distt. Dehradun has a clear, valid and marketable title over the above said property and she is competent to create the mortgage with the satisfaction of the bank and the physical verification of the property is required by bank officials.

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

1. Sale-Deed dt. 7.7.1997 regd. with S.R. Dehradun at Bk.No.1, zild 498, pg. 19, Adf Bk.No.1, zild 326, pg. 857-870 at No.2510 on 07.07.1997.
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)

Shailendra Advocate

ADVOCATE

SHAILENDRA SEMWAL
Advocate

41 (40)
ANNEXURE-V-B
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 and Dehradun**

2. Besides obtaining encumbrance certificate from the Sub Registrar,
personal search was carried out by me for the purpose. Inspection
was made on 01.12.2022 and 02.12.2022 for the period from
1.1.1996 to 1998 and 1.1.1998 to 02.12.2022 at the following
sub registrar/offices :

- a) S.R. Dehradun , Receipt No. 262/41 dt. 01.12.2022
- b) S.R. Rishikesh, Receipt No. 45/79 dt. 02.12.2022

The search report disclosed the followings encumbrance :-

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

AFFIDAVIT

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

Affidavit of : Smt. Shaila Panwar W/o Shri Shoorvir Singh Panwar, R/o Dehradun Road, Rishikesh, Distt. Dehradun.

I, the deponent named above do hereby solemnly declare and affirm as under :-

1. That deponent is acquainted with the facts, deposed to hereunder.
2. That deponent is 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 deponent has 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**. I declare that no adverse claim of any kind exist against the said property and I 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.

I 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**.

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
--	--

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. Dehradun S.R. Rishikesh	01.12.2022 02.12.2022	Already mortgaged with PNB, Indira Nagar, Dehradun.

6. A study of the following documents disclosed :

Details of documents perused	Information
1. Sale-Deed dt. 7.7.1997 regd. with S.R. Dehradun at Bk.No.1, zild 498, pg. 19, Adf Bk.No.1, zild 326, pg. 857-870 at No.2510 on 07.07.1997. 2. Copy of Municipal Tax receipt	Already mortgaged with PNB, Indira Nagar, Dehradun.

Defects noticed are indicated in the Certificate given by me.

(Shailendra Semwal)

Advocate

02/12/2022

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 deponent that she shall not sell, charge, encumbrance, lease, dispose off or deal with any of her 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 deponent 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 her property.
9. That the deponent makes 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 Khasra No.116/1 Min, area 210.36 sqm., situated at Adarsh Gram, Rishikesh, Distt. Dehradun, which is bounded & butted as under:-

- East - Land of seller, side 53 ft.
- West - Land of seller, side 49 ft.
- North - Road (Pushkar Mandir Marg), side 44.4 ft.
- South - Property of Purchaser, side 44.4 ft.

THE SECOND SCHEDULE

Sale-Deed dt. 7.7.1997 **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, R/o Dehradun Road, Rishikesh, Distt. Dehradun, which is regd. with S.R. Dehradun at Bk.No.1, zild 498, pg. 19, Adf Bk.No.1, zild 326, pg. 857-870 at No.2510 on 07.07.1997.

Deponent

Verification :

I, **Smt. Shaila Panwar**, the deponent named above do hereby solemnly declare and affirm that the contents of paras 1 to 9 and Schedules above are true to my knowledge and belief. No part of it is false and nothing material has been concealed.

Verified at Rishikesh on

Deponent