

FORMAT

TITLE INVESTIGATION REPORT- To be filled by the Branch/Unit

A	Name of the Branch/ Business Unit		State Bank of India, Branch The Mall, Mussoorie	
B.	Branch/ BU Letter Reference & Date			
C.	Name of the title holder of the property(ies)		Sri Harjender Singh, s/o Sri Pritam Singh, R/o Sagar Bhawan, Kulri, Mussoorie.	
D	Whether Borrower/s or Guarantor/s		Owner	
E	Constitution of the Borrowers/ Guarantors		Individual	
F	Description of documents scrutinized		Original Sale Deed dated 12-10-1992 in the office of Sub Registrar, Mussoorie..	
S.	Documents		Original Sale deed.	
N	Date	Name		
o.	SALE DEED		Original Sale deed	
2.	Description of Property/ Properties		All that piece and parcel of land forming part of Beachwood Estate, The Mall, MUSsoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan.	
	Survey / Door No.		-	
	Extent		All that piece and parcel of land forming part of Beachwood Estate, The Mall, MUSsoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan.	
	Location		Beachwood Estate, The Mall, Mussoorie	
	Boundaries			
	North- Common approach road.	South- Land of Beach Wood Estate, (side 52 ft.).	East- Land of Beach Wood Estate (side 25 ft).	West- green Cottage.
3.	List of documents delivered to Advocate for verification(specify original/certified extracts/ copies etc)		Vide sale deed 12.10.92.Sub Registrar, Mussoorie.	
4.	Location Details		Forming Part of Beach wood Estate, The Mall, Mussoorie.	
i)	Name of the Applicant/ Borrower/Guarantor		Sri Harjinder Singh	
(ii)	Prominent landmark		Forming part of Beach Wood Estate, The Mall, Mussoorie..	
	Bus route		Library, Mussoorie.	
v)	Bus stop		-	

v)	Complete Address	
	ROUGH LOCATION SKETCH	
i)	Approach sketch to the location	
ii)	Exact location of construction/ purchase and working plan	Forming part of Beach Wood Estate, The Mall, Mussoorie.
iii)	Please mention details about the builder (if applicable)	-----
a)	Name of the Firm	_____
b)	Address of the Firm	_____
c)	Telephone No.	_____
d)	Contact person	_____
e)	Is the builder/ project in the Bank's latest approved list. Mention the date of approval of the builder and validity of the current approval.	_____

Date - 11.2.13. .

✓

Signature

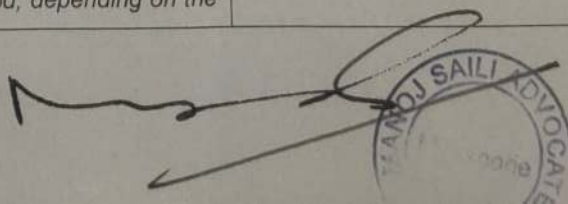
Name :

Designation

Branch/Unit:

(To be completed by the panel advocate)

1	Name of the Branch/ BU seeking opinion.	State Bank of India, main branch the mall, Mussoorie.
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
3.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Sri Harjinder Singh
4.	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person.
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower.
6. a)	Particulars of the documents scrutinized-serially and chronologically	Vide registered sale deed dated 12.10.92 Sub Registrar, Mussoorie.
b)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Original Sale Deed.
7.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	All that piece and parcel of land forming part of Beachwood Estate, The Mall, MUSsoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan.
i)	Survey No.	-----
ii)	Door no. (in case of house property)	---
iii)	Extent/ area including plinth/ built up area in case of house property	All that piece and parcel of land forming part of Beachwood Estate, The Mall, MUSsoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan.
iv)	Locations like name of the place, village, city, registration, sub-district etc.	Forming part of Beach Wood Estate, The Mall, Mussoorie.
v)	Boundaries- North- common approach road South- land of Beach Wood estate, side 52 ft. East- land of Beach Wood estate, side 25 ft. West- Green Cottage.	Stated in 'A'
8	Flow of titles tracing out the title, of the intended mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the	---

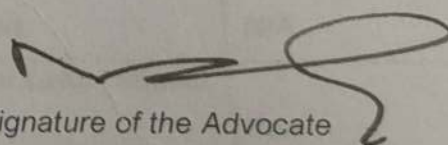


	need for clearance of such clog on the Title. (Separate Sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full ownership.
10(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof.	NO.
(b)	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.	1998 -2013.
11.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
12.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Mutation in Nagar Palika.
13.	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.
14.	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.	Original sale deed..
15.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sri Harjinder Singh

Sarfaesi Act is applicable to the property in question.

Date 11.2.2013.

Place: Mussoorie.


Signature of the Advocate



1.	Nature of title (Ownership/ Leasehold/ occupancy/ Govt Grant/allotments etc.	Full owner ship
2.	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, 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.	N/A
3.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether; a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, b) the mortgagor is competent to create charge on such property.	N/A
4.	If occupancy right, whether; (a) Such right is heritable and transferable, (b) Mortgage can be created.	N/A
5.	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.	N/A
6.	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
7.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon,	N/A
8.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N/A
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws etc.),	N/A
10a.	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
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
11a.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N/A
b.	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N/A
12a.	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorisation to create mortgage/execution of	-----

	documents, Registration of any prior charges with the Company Registrar, Articles of Association (provision for common seal etc.	
d.	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
13.	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.	N/A
14	If the property is a flat/apartment or residential/commercial complex, check	N/A
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	-
g.	Conveyance in favor of Society/Condominium concerned	N/A
h.	Occupancy Certificate/allotment letter/letter of possession	N/A
i.	Membership details in the Society etc.	N/A
j.	Share Certificates	N/A
k.	No Objection Letter from the Society	N/A
l.	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
15.	Where the property is a 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.	N/A
16.	Pending Litigations/Court attachments/ injunction/ stay orders/acquisition by the Govt/Local authorities etc. that could be ascertained.	N/A
17.	Any other details required for the purpose.	-

Date- 11.2.13.

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 *Registered/ Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

(*please specify the kind of mortgage)

1. 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.

1 A. I confirm having made a search in the Land/ Revenue records. 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.

1 B. Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

2A. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1998 to 2013 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B. 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).

3. Minor(s) and his/ their interest in the property/(ies) is to the extent of N/A (Specify the share of the Minor with Name). (Strike out if not applicable). NA.

I Certify that Sri Harjinder Singh has an absolute, clear and marketable title over the scddchedule 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. The Sarfaesi Act is applicable to the property in question.

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. The Sarfaesi act is applicable to the property in question. The borrower has obtained sanction from MDD vide 59/M/12-B, Dated 5.2.13..

Encl. 1- Original sale deeds 12.10.92.

2. affidavit.

2. Original receipt.

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

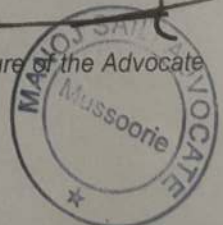
SCHEDULE OF THE PROPERTY/IES

All that piece and parcel of land forming part of Beachwood Estate, The Mall, MUSsoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan.

Place : Mussoorie.

Date- 11.02.2013.

Signature of the Advocate



NON ENCUMBRANCE CERTIFICATE


I, Manoj Sali (Advocate) on the request of SBI, main branch, The Mall, Mussoorie (after sale deed, owner of the property) inspected the records of property bearing from the office of Sub Registrar, Mussoorie (complete address).

The description of the documents inspected with respect to the property are as follows:-

Property transferred vide sale deed	Dated 12.10.92.			
Sub Registrar office records details				
Sale deed executed between	Sri Ashok Sur & Sri Harjinder Singh.			
Property details	North	South	East	West
	As above.			
Details of Encumbrances	NIL.			

The records of All that piece and parcel of land forming part of Beachwood Estate, The Mall, Mussoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan is free from all encumbrances, and charges etc. a fee for sum of Rs. 85/- dt. 8.2.13 vide receipt No. 925388 of Sub registrar Mussoorie (copy of the receipt enclosed).

It has been found that All that piece and parcel of land forming part of Beachwood Estate, The Mall, Mussoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan is free from all the charges and encumbrances as per the records available in the office of the Sub Registra Mussoorie.

 Signed
(Complete Address).
(Advocate)

Brief History

Whereas late Sri Inder Prakash Sur had purchased the property known as Beachwood Estate, The Mall Mussoorie having an area of 2.85 acres (more or less) from the Wynberg Homes Society, Mussoorie vide sale deed dated 24.4.1978 duly registered in the office of Joint Sub Registrar, Mussoorie in book no.1, vol. 84, on pages 393 to 400 as document no. 13 on 4.5.1978 and whereas Sri Inder Prakash Sur, expired on 3.3.92 leaving behind him his last will dated 20.5.91. Through the said Will late Sri I.P. Sur, bequeath the immovable property known as Beachwood Estate, Mussoorie to his only son Sri Ashok Sur to the exclusion of all his other heirs. After the death of Sri I.P. Sur, Sri Ashok Sur has become the sole and absolute owner in possession of the part of Beachwood Estate.

AND Whereas Sri Ashok Sur sold and transfer property admeasuring 145 sq. mtr. situated at Beachwood Estate, The Mall Mussoorie to Sri Harjinder Singh vide registered sale deed dated 12.10.1992, registered in the office of Joint Sub Registrar, Mussoorie as book no.1, vol. 1, on page 1, addl. Book no.1, vol. 2, on pages 69 to 88, as document no. 2/92, on 20.10.92, butted and bounded as under:-


North: Common approach road.
South: Land of Beachwood Estate (side 52 ft.).
East: Land of Beachwood Estate (side 25 ft.).
West: Green Cottage.

Whereas Sri Harjinder Singh mutated his name in the record of Nagar Palika Mussoorie in demand no. 322/4 and thereafter Sri Harjinder Singh obtained sanction from MDDA 59/M/12-13 on 5.2.13. Sri Harjinder Singh is bonafide owner at present and his title is enforceable under law.

The following documents should be obtained from the borrower:-

1. Original sale deed dt. 12.10.92, document no. 2/92 ✓
2. Sanction plan. ✓
3. Current tax bill and receipt of City Board, Mussoorie.
4. Affidavit.

Dt. 11.2.13.

 Manoj Saili
Advocate,
Mussoorie.



खण्ड UTTARAKHAND

E 554173

AFFIDAVIT

I, Harjender Singh, s/o Sri Pritam Singh, R/o Sagar Bhawan, Kulri, Mussoorie,

Treasury Officer
Dehradun

The borrower (s) hereby make an oath and state as follow:

- (a) I have availed finance of Rs. _____ from the bank for purchase/construction of house/tenement/flat which is more particularly described in schedule 1st hereunder written (hereinafter referred to as the schedule property), and hereby declare that I have not availed any other loan for acquiring the schedule property.
- (b) I have full, absolute and unhindered right, title interest to and over the schedule property and nobody else has any right, title or interest in the schedule property.
- (c) As a security for the advance/finance availed by me, I have delivered to the Bank the title deeds more particularly described in schedule 11nd hereunder written in respect of the schedule property on _____ (date). I hereby declare that the document of title delivered by me to the Bank are original title deeds and there are no other documents of title as to date in our possession or at my command.
- (d) That neither I nor any of my successors, administrators, assignee(s) and/or the legal heirs/representatives, nominees of the parties hereto do not have shall leave any right to object to and/or challenge the charge created by me on _____ over the scheduled property in favour of the bank.
- (e) I hereby declare that there are no subsisting charges/encumbrances on the schedule property and we have not done any act which would affect my title to the scheduled property or the security created by me in favour of the Bank.

Harjender Singh

- (f) I hereby declare that the schedule property is not subject to any attachment order on account of taxes, inter alias, including income tax/sales tax/property tax/service tax or any other levy, penalty of any nature whatsoever.
- (g) That I declare that pursuant to the execution of the sale deed dated 12.10.1992 in our father's favour, the sole and exclusive right, title and interest and the right to use and occupy the scheduled property stands vested in me and I hereby indemnify the bank against any doubt and/or encumbrance in respect of our title over the said scheduled property and shall keep indemnified the bank and/or anybody claiming through it against any claims, demands, actions, proceedings, losses, damages, recoveries, judgements, charges, lien, encumbrance (by way of sale, exchange, mortgage, gift, trust, possession, easement, lease, lien or lis-pendence or attachment either before or after judgement or other encumbrances etc. that may or may not be reflected in the records of the competent Sub-registrar as Assurances and expenses, and third party claims/proceedings, Notices, injunction from any Court of law restraining the Bank from enjoying the quiet, vacant and peaceful possession of the said scheduled property and keep the Bank indemnified against any act, deed by person(s) whomsoever by which the Bank may incur damages or suffer on account of any claim being made and established by any person or persons founds interested in the said scheduled property hereunder written or any part thereof including proportionate/ or partial interest in the said scheduled property.
- (h) I undertake to deposit and keep deposited with the Bank such sum of money as payable towards the loan installments or approved securities including the membership / Share Certificate when issued and any other title deeds of the said scheduled property which may come in our possession, (including the title deeds detailed in Schedule II hereunder written) with the bank for due fulfillment and discharge of my obligation towards the bank in respect of or in connection with finance availed by me.
- (i) I authorize the Bank to take such steps to secure its dues which remain payable and outstanding from the me in the event of default, at any time and from time to time as it may deem necessary in its discretion including to protect/or to depose off and sell the said scheduled property.
- (j) I hereby undertake not to hold the bank responsible or liable for any loss or damage which I may suffer as a result of any act of omission and/or commission amounting to negligence or default on the part of the said Builder/Society or the previous owner of the said scheduled property.
- (k) I am aware that the Bank has believed on the declarations made by us in this affidavit and on the basis of the declarations made by me have agreed to grant finance for acquisition of the scheduled property. I am aware that appropriate civil/criminal proceedings can be initiated against me if it turns out that the declarations/representations made by us hereinabove turn out to be incorrect, false or misleading.
- (l) That the deponent will utilize the loan proceed for medical purpose and will not be use for acquisition or development or any speculation purpose or other capital market gain.
- 12/10/92*

SCHEDULE -I

All that piece and parcel of land forming part of Beachwood Estate, The Mall, Mussoorie admeasuring 145 sq. mtr. as shown in red line in the annexed site plan bounded and butted as under:-

North- common approach road
South- land of Beach Wood estate, side 52 ft.
East- land of Beach Wood estate, side 25 ft.
West- Green Cottage ;

SCHEDULE- II

Sale deed dated 12.10.92 as document no. 02/92 Sub Registrar, Mussoorie.

Place -Mussoorie.

Date- 11-02-2013.

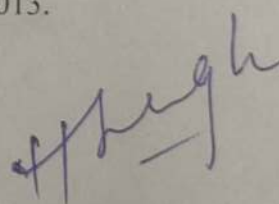
Signature

VERIFICATION

I, Harjinder Singh s/o Sri Pritam Singh, the borrower(s) solemnly verify that the contents of the above paragraphs are true to my/our knowledge.

Signed and Verified at _____(place) on _____ day of _____ 2013.

Place- Mussoorie.



Signature

9837890889

Sh. Harjinder Singh

SB1

Main Branch
near Kulsi.
Post office
Mussorie

कार्यालय मसूरी देहरादून विकास प्राधिकरण मसूरी।

पत्रांक 1623 मानचित्र सं० 59/एम/2012-13

दिनांक 5-2-13

सेवामे,

श्री ह. जिन्दर सिंह
बीचउड इस्टेट,
मालरोड,
मसूरीSp. 1. Mussorie
R 9000/- in form.

नहोदय,

आपके द्वारा प्रस्तुत मानचित्र सं० 59/एम/2012-13 दिनांक 8-11-2012 बीचउड इस्टेट, मालरोड मसूरी में आवासीय भवन के नव निर्माण कार्य का संलग्न मानचित्र निम्नांकित प्रतिबन्धों के साथ स्वीकृत किया जाता है।

- 1- यह मान चित्र स्वीकृति की दिनांक से पांच वर्ष तक वैध है उसके बाद कोई नया निर्माण कार्य नहीं किया जायेगा।
- 2- मानचित्र की इस स्वीकृति से शासकीय विभाग में स्थानीय निकाय या किसी अन्य व्यक्ति के अधिकार तथा स्वामित्व किस प्रकार प्रभावित नहीं होते हैं।
- 3- मानचित्र जिस प्रयोजन हेतु स्वीकृत कराया गया है केवल उसी प्रयोग में लाया जायेगा। प्रयोजन में परिवर्तन होने पर पूरा निर्माण अनाधिकृत माना जायेगा।
- 4- यदि भविष्य में किसी विकास कार्य हेतु विकास व्यय मांगा जायेगा तो वह बिना किसी आपत्ति के देय होगा तथा उस क्षेत्र के विकास से सम्बन्धित किसी परियोजना विकास कार्य हेतु अतिरिक्त विकास शुल्क बिना किसी आपत्ति के जमा कराना होगा ताकि उक्त क्षेत्र से प्राप्त विकास शुल्क से उक्त क्षेत्र का विकास किया जा सके।
- 5- जो क्षेत्र विकास कार्य के उपयुक्त नहीं होगा वह शासन अथवा किसी स्थानीय निकाय का विकास कार्य करने की जिम्मेदारी नहीं होगी।
- 6- दरवाजे तथा खिड़कियां इस तरह से लगाई जाये कि जब वह खुले तो उसके पल्ले किसी सरकारी भूमि या सड़क की ओर न बढे हो व किसी अन्य मकान की रोशनी व हवा को प्रभावित न करते हो।
- 7- बिजली के लाईन से 5 फिट के अन्दर कोई निर्माण कार्य नहीं किया जायेगा।
- 8- स्वीकृत मानचित्र की एक प्रति सदैव निर्माण स्थल पर रखनी होगी ताकि मौके पर कभी भी जांच की जा सके। निर्माण कार्य स्वीकृत स्पेसिफिकेशन नियमों के अनुसार ही कराया जायेगा तथा भवन के स्वामित्व की जिम्मेदारी स्वयं की होगी।
- 9- सड़क सवेंसलेन तथा सरकारी भूमि पर कोई निर्माण सामग्री विलिङ्ग मैटेरियल नहीं रखा जायेगा तथा गन्दे पानी की निवासी का प्रबन्ध स्वयं करना होगा।

कमरा.2

- 10- निर्माण कार्य समाप्त होने के तीन माह के अन्दर आप निर्माण स्वीकृति मानचित्र के अनुसार पूरा होने का प्रमाण पत्र प्राधिकरण से प्राप्त करेंगे। तदोपरान्त ही भवन को प्रयोग में लायेंगे, अन्यथा स्वीकृति निरस्त कर दी जायेगी।
- 11- निर्माण के अन्दर यदि कोई वृक्ष आता है तो उसको काटने से पूर्व अनुमति प्राप्त करनी होगी।
- 12- पानी की निकासी के लिए वैड छोड़ना होगा।
- 13- यदि अनुमति प्राप्त करने के बाद किसी भी समय उपाध्यक्ष अथवा उनके अधिकृत अधिकारी इस बात से सन्तुष्ट हैं कि उक्त अनुमति तथ्यों को छुपा कर अथवा फर्जी एवं जाली तथ्य प्रस्तुत करके प्राप्त की है तो उक्त अधिकारी को यह अधिकार होगा कि उक्त अनुमति को निरस्त कर सकते हैं व उक्त मानचित्र के अर्न्तगत किया गया निर्माण अवैध माना जायेगा।
- 14- इस मानचित्र की स्वीकृति को मानचित्र के स्वामित्व का प्रमाण नहीं माना जायेगा और किसी न्यायालय के केवल मानचित्र को भू-स्वामित्व के साक्ष्य नहीं माना जायेगा।
- 15- सीलिंग भूमि नजुल भूमि अथवा अन्य सार्वजनिक भूमि पर अतिक्रमण पाये जाने पर यह स्वीकृति स्वतः निरस्त मान ली जायेगी।
- 16- रोड वाइडनिंग के क्षेत्र में बाऊन्डीवाल गेट अथवा अन्य सार्वजनिक भूमि पर अतिक्रमण पाये जाने पर यह स्वीकृति स्वतः निरस्त मान ली जायेगी।
- 17- ग्रीष्म ऋतु में पेय जल की कमी को देखते हुए 15 अप्रैल से 30 जून तक निर्माण नहीं किया जायेगा।
- 18- पर्वतीय भू-भाग में कोई हिल कटिंग नहीं की जायेगी।
- 19- भवन निर्माण करते समय भूकम्प से सुरक्षात्मक तकनीक प्रयोग में लाना अनिवार्य होगा।
- 20- स्थल पर पेड़ों को किसी भी प्रकार से क्षति नहीं पहुँचायेगी।
- 21- यदि सम्पत्ति से सम्बन्धित कोई विवाद उत्पन्न होता है तो आवेदक की स्वयं की जिम्मेदारी होगी।
- 22- एफ.सी.एक्ट 1980 का उल्लंघन कदापि नहीं होगा और उल्लंघन की स्थिति में पक्ष की पूर्ण रूप से स्वयं की जिम्मेदारी होगी।
- 23- मलवा किसी नाले, पानी के स्रोत अथवा सार्वजनिक स्थल पर नहीं डाला जायेगा।
- 24- मा0 उच्च न्यायालय/ मा0 सर्वोच्च न्यायालय के मसूरी में भवन निर्माण की स्वीकृति के सम्बन्ध में कोई भिन्न आदेश होते हैं तो आवेदक को मान्य होंगे। और मानचित्र स्वतः निरस्त माना जायेगा।
- 25- प्रश्नगत स्वीकृति भारत सरकार के परिपत्र दिनांक 31-2-2000 एवं क्लेरिफिकेशन दिनांक 28-2-2001 एवं भवन उपविधि 6-11-2007 के आधार पर दी जा रही है यदि किसी समय इसमें कोई परिवर्तन होता है तो आवेदक को मान्य होगा।
- 26- संलग्न मानचित्र में पीले रंग से दर्शाये गये भाग को स्वयं तोड़ना होगा।
- 27- यदि वन विभाग, नगर पालिका परिषद, पी0 डब्लू0डी0 व अन्य किसी विभाग की किसी स्तर पर कोई अनुमति प्राप्त करनी होगी तो आवेदक को स्वयं सम्बन्धित विभाग से एन0ओ0सी0 प्रस्तुत करनी होगी।
- 28- भवन निर्माण में जल सस्थान, वन विभाग द्वारा निर्गत समस्त प्राविधानों का पूर्ण रूप से पालन करना होगा।

सचिव

मसूरी देहरादून विकास प्राधिकरण
देहरादून।

2/12

SALE DEED

Consideration.....

Rs 75,000/-

Market value on which stamp duty paid.....

Rs 1,43,00/-

No. of stamp sheets.....

7

Stamp duty.....

20740/-

Avas vikas duts.....

un.....

Total Stamp paid.....

Rs 20,740/-

Where as I/we.....

As Lok Sur included in - I.P. 502
110 BERNWOOD ESTATE, THE MALL,
MUSSOORIE AND 32, HAZRAT GANJ
LUCKNOW.

I am/are the sole/joint proprietors of the property detailed in the end and also in the possession of the same, do hereby sell to.....

SHRI HARTINDER SINGH 810 lbs

PRITAM SINGH, 110 SAGAR BHAWAN, KULRI, MUSSOORIE.

for consideration of Rs.....

75,000/-

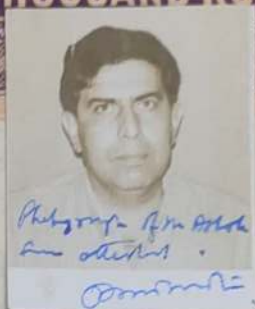
received as follows.....

as mentioned in the deed -

The Property is free from all encumbrances

Details of the Property.....

PLOT OF LAND MEASURING 145 sq. mtd
in BERNWOOD ESTATE, MUSSOORIE.



2/92

DEED OF SALE

THIS DEED OF SALE is made at Mussoorie on the 12th day of October 1992. ,

B E T W E E N

Shri ASHOK SUR, son of Late Shri Inder Prakash Sur, resident of 32, Hazratgang Lucknow (hereinafter referred to as 'VENDOR/SELLER') of the one PART;

A N D

1. SHRI HARJINDER SINGH S/o Late Shri Pritam Singh, resident of SAGAR BHAWAN , Kulri, Mussoorie; referred to as the 'PURCHASER') of the OTHER PART;

WHEREAS Late Shri Inder Prakash Sur had purchased the property known as Beach Wood Estate , The Mall, Mussoorie having an area of 2.85 Acres (more or less) from the Wynberb Homes Society, Mussoorie vide Sale Deed dated 24.4.1978, duly registered in the office of Joint Sub-Registrar , Mussoorie in Book No. 1, Volume 84, on pages 393 to 400 as document No. 13 on 4.5.1978; AND

[Handwritten signatures in blue ink]



WHEREAS Shri Inder Prakash Sur expired on 3.3.1992 leaving behind him his last Will dated 20.5.1991. Through the said Will Late Shri I.P. Sur bequeathed the immovable property known as Beach Wood Estate, Mussoorie to his only son Shri Ashok Sur, the present VENDOR, to the exclusion of all his other heirs. So now, after the death of Shri I.P. Sur, the VENDOR has become the sole and absolute owner in possession of the part of the Beach Wood Estate, remaining after the portions sold by Shri I.P. Sur during his life time through his Attorney the present VENDOR ; AND

WHEREAS Late Shri I.P. Sur during his life-time had agreed with the Purchasers to sell them a Plot of land in the said estate measuring 145 sq.meters (approximately), fully described in schedule at the foot of this deed and shown in red riband in the site plan annexed to this deed for a total sale consideration of Rs.75,000/- (Rs. seventy five Thousand) only and the PURCHASERS had agreed to purchase the same for the said amount free from all encumbrances, absolutely and forever.



SO NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said agreement and in consideration of the agreed sale price of Rs.75,000/- (Rs. Seventy five Thousand) only paid by the PURCHASER to Late Shri I.P. Sur in the following manner :-

(1). Rs. 5,000/- (Rs. Five Thousand) only in cash on June 1989.

(2). Rs. 20,000 (Rs. Twenty Thousand) only by Cheque No. 0155825 dated 29.7.1992 and drawn on State Bank Of India, Mussoorie.

(3). Rs. 10,000/- (Rs. Ten Thousand) only in cash 7.8.1992.

(4). Rs. 40,000/- (Rs. Forty Thousand) only Vide Cheque No. 734838¹⁸ at the time of execution of this deed, the receipt whereof is hereby admitted and acknowledged by the Vendor in full satisfaction of the agreed sale price , the Vendor does hereby TRANSFER, CONVEY, GRANT & SELL by way of absolute free hold sale

Sub-Treas
Mus



in favour of the PURCHASER, all that piece of hilly land forming part of Beach Wood Estate of the VENDOR situated at the Mall, Mussoorie, fully described in the schedule at the foot of this deed and delineated in red line in the site plan annexed to this deed together with rights, titles, claims whatsoever the VENDOR till this day enjoyed with the portion hereby sold; TO HAVE and TO HOLD the same as absolute owner from this day without any interference from the VENDOR or any person claiming through or under him or through or under Late Shri I.P. Sur.

2. That the sale is together with all the easements which normally pass on such sale and till this day enjoyed with the property. It is hereby specifically made clear that the Purchaser shall not discharge any drainage, sewerage, waste water etc. towards the South of the Plot hereby sold i.e. towards existing house of the VENDOR. The Purchaser shall construct manhole, Soakage pit etc. for his use only on the Plot hereby sold. The Purchaser shall at his own cost raise a boundry wall towards the South of the plot sold so that the privacy

Ashtell



of the existing house of the present Vendor is not disturbed in any manner.

3. That the VENDOR does hereby assure and declare that he has a good marketable title to the property hereby sold and he has not done any act or executed any document which fetters his right to execute this sale deed. It is hereby also declared and assured that the portion hereby sold is free from all encumbrances, liens, charges, demands, attachments, notice of acquisition, bank loans, litigations, adverse possession, family disputes etc. of any nature and the title of the VENDOR subsists. If for any defect in the title of the VENDOR, the PURCHASER suffer any loss or if the property or any portion thereof is lost by the PURCHASER at any future time, the VENDOR does hereby indemnify the PURCHASER against all such losses.

4. That the Vendor does hereby also undertake for self and his heirs, that if at any future time any act is done or any document is to be executed for more fully assuring the title and possession of the plot



sold to the PURCHASER, he and they shall do so at the cost of the PURCHASER or any person claiming through or under them.

5. That the VENDOR has withdrawn his possession from the portion hereby sold and handed over the vacant physical possession of the sold portion to the PURCHASER today. From this day the VENDOR is left with no connection with the property and the PURCHASER shall enjoy the property and usufruct thereof as absolute owner without any interference from the VENDOR or any other person claiming through or under him or any other person whatsoever. The property hereby sold is free hold land and no tax or fees or rent is payable in respect of the same to any Government Department. However all taxes, charges, cesses etc till 31.7.92 shall be payable by the VENDOR and thereafter it shall be the liability of the PURCHASER.

6. That as the plot is being sold by the VENDOR to the PURCHASER at a price less than the market rate because of his old relations, it is made clear in case at any future time the PURCHASER proposes to sell the said



plot, the present seller or his nominee/heirs shall have the first option to purchase the Same. In case the PURCHASER proposes to sell the plot after constructing the building, the VENDOR shall also pay the price of the said building.

7. The Purchasers may now have his name recorded as owner of the said portion in the revenue records and the records of Municipal Board, Mussoorie for which the VENDOR has no objection.

8. That the portion of Beach Wood Estate hereby sold does not fall in the notification of Private Forest as notified in 1966 under the provisions of U.P. Private Forest Act. 1948. Neither are the provisions of Urban Land Ceiling Act applicable to the land hereby sold and so no permission from any authority is required for the sale.

9. That the plot of land hereby sold is hilly and slopy having a market value of not more than Rs. 1,00,000/- which is more than the actual sale price.

But the stamp duty of Rs. 20740/- is being paid by the

[Handwritten signature]

PURCHASER on the highest value of Rs. 1,000/- per sq. metre as fixed by the Collector for the area.

10. That it is hereby declared that the terms 'VENDOR' and 'PURCHASER' used in this deed shall mean to include their respective legal heirs, successors, legal representatives, transferees, attorney(s), nominee(s), executors and administrators etc. as and when the context so requires for the best possible interpretation of these terms.


SCHEDULE OF THE PROPERTY BEING SOLD:-


ALL THAT PIECE AND PARCEL OF LAND, forming part of 'BeachWood Estate', The Mall, Mussoorie, Distt. Dehradun, and measuring 1566 sq. feet or 145 sq. metres, as shown in red line in the annexed site plan and butted and bounded as follows :-

NORTH : Common approach Road.
SOUTH : Land of Beach Wood Estate, (side 52 feet).
EAST : Land of Beach Wood Estate, (side 25 feet).
WEST : Green Cottage.

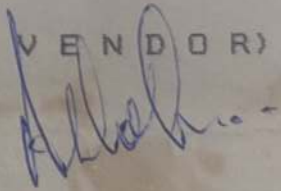
IN THE WITNESS WHEREOF, the VENDOR has signed and executed this deed on the date, month and year first above mentioned in presence of the following witnesses.

Witnesses :

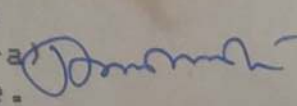
1.  Paranjit Singh S/o Late S. Prithvi Singh
Bugal Bhabar Mussoorie.

2.  S. Prithvi Singh S/o Late S. Prithvi Singh
Bugal Bhabar Mussoorie.

(VENDOR)



Drafted by me
(Alok Mehrotra)
Advocate, Mussoorie.



Typed in :-

MUSSOORIE INSTITUTE OF COMPUTER EDUCATION.

PART SITE PLAN OF BEECH WOOD ESTATE MUSSOORIE.

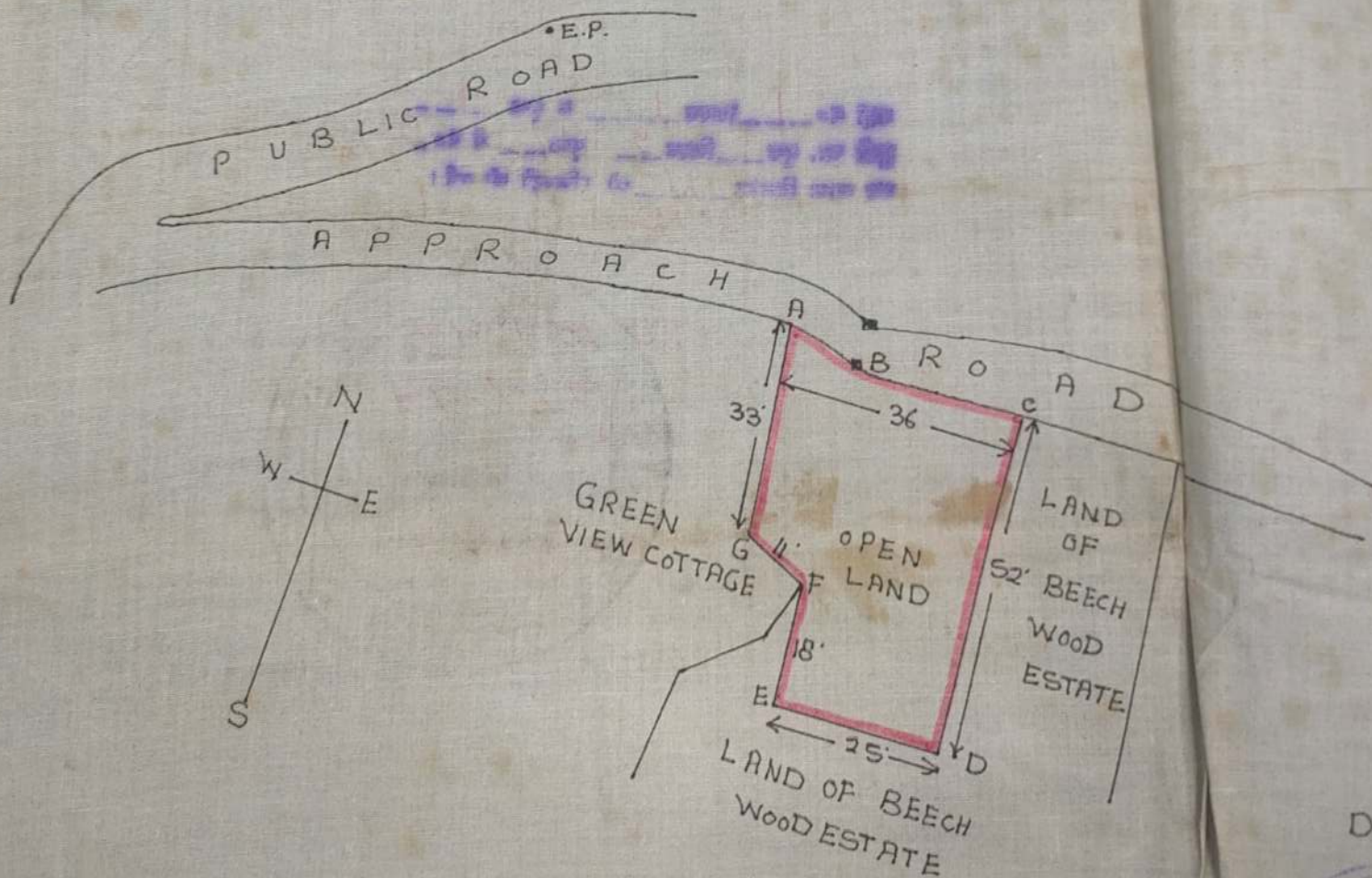
SCALE 25' = 1"

NOTE: THE BOUNDARY OF SOLD PORTION HAS BEEN MARKED BY LETTERS A.B.C.D.E.F.G. & BY RED RIBAND.

SOLD OPEN AREA = 1566 Sq FT OR 145 Sq MT.

SOLD BY: Sh. ASHOK SUR.

SOLD TO: MR. HARJINDER SINGH.



पृष्ठ नं० १ पृष्ठ १
पृष्ठ नं० १ पृष्ठ २
२०/१२

