

TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/Business Units/Office seeking opinion.	State Bank of India, GNFC School, Gandhi Chowk, Mussoorie.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was forwarded.	****
	c) Name of the Borrower.	Shri Lal Bahadur Singh Rathore
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Shri Lal Bahadur Singh Rathore
	b) Constitution of the unit/ concern/ person/ body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	
	(a) Survey No.	Khasra No. 312 and Khasra No. 313 Ka
	(b) Door No. (In case of house property)	
	(c) Extent/area including plinth/built up area in case of house property.	222.96 Sq. Mts.
	(d) Location like name of the place, village, city, registration sub-district etc. Boundaries	Mauza Nanoor Khera, Pargana Parwa Doon, District Dehradun
4.	a) Particulars of the documents scrutinized – serially and chronologically.	Sale deed dated 23.07.2012 registered at serial no. 3079/12. Sale deed dated 29.03.2005 registered at serial no. 1977/05. Certified copy of Khatooni.
	b) Nature of the documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note. Only original or certified extracts from the registering/land/revenue other authorities be examined.	Certified copy of Sale deed dated 23.07.2012 registered at serial no. 3079/12. Certified copy of Sale deed dated 29.03.2005 registered at serial no. 1977/05

	Sl. No.	Date	Name / Nature of the document	Original / certified copy / certified extract / photocopy etc.	As mentioned above
5.	Whether certified copy of all title documents are obtained from the relevant sub-register office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)				No.
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?				Records of Sub-Registrar Office are not available for verification through any on line portal or computer system.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments / findings in this regard				Not applicable
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?				There is no online portal for verification of genuineness of the stamp papers
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?				Sub-Registrar, Dehradun
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?				No.
	c) Whether search has been made at all the office named at (b) above?				Not applicable
	d) Whether the searches in the office at registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?				No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title.				
	In case of property offered as security for loans of Rs. 1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used)				

The property in question was purchased by Shri Lal Bahadur Singh Rathore son of Late Shri Gorender Singh Rathore from Shri Rajesh Kumar son of Shri Net Ram vide sale deed dated 23.07.2012 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 520 on pages 323 to 352 at serial no. 3079 dated 23.07.2012.

The name of Shri Lal Bahadur Singh Rathore has been duly mutated in the revenue records vide orders of the Appar Teisidar, Dehradun passed in case no. 9639 dated 11.06.2013.

Shri Rajesh Kumar son of Shri Netram had purchased the said property from Shri Yashwant Singh, Shri Ashok Kumar, Shri Pawan Kumar and Shri Kuldeep sons of Late Shri Fateh Singh vide sale deed dated 29.03.2005 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 1337 on page 748 and in additional file book no. I volume 1481 on pages 467 to 476 at serial no. 1977 dated 29.03.2005.

The said khasra plot was recorded in the name of Shri Yashwant Singh, Shri Ashok Kumar, Shri Pawan Kumar and Shri Kuldeep sons of Shri Fateh Singh in the revenue records as Bhumidhar with transferable rights since the fasli year 1384 i.e. 1977.

The borrower had got a building plan sanctioned from MDDA, Dehradun for construction of house over the said plot of land.

Shri Lal Bahadur Singh Rathore has availed financial assistance from State Bank of India and had created an equitable mortgaged over the said property to the secure the loan.

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 rights
10.	If leased hold, whether	Not applicable
	a) Lease deed is duly stamped and registered	Not applicable
	b) Lessee is permitted to mortgagor the Lease Hold rights	Not applicable
	c) Duration of the lease/unexpired period of lease	Not applicable
	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	Not applicable
	e) Whether the leasehold rights permits for creation of any superstructure (if applicable)?	Not applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether. Grant/agreement etc. provides for alienable rights to the mortgagor with or without condition. The mortgagor is competent to create charge on such property.	Not applicable

	b) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	
12.	If occupancy right, whether; a) Such right is heritable and transferable. b) Mortgage can be created.	Not applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	Not applicable
14.	If the property has been transferred by way of gift deed whether a) The gift deed is duly stamped and registered b) The gift deed has been attested by two witnesses c) The gift deed transfers the property to Donee d) Whether the donee has accepted the gift by signing the gift deed or by a separated writing or by implication of by actions. e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. f) Whether the Donee is in possession of the gifted property. g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage. h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.	Not applicable
15.	a) In Case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	Not applicable
	d) In respect of partition by a decree of Court, whether such decree has become final and all other conditions / formalities are completed / complied with.	Not applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
16.	Whether the title documents include any testamentary document / wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	Not applicable

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	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	<i>Not applicable</i>
	c) Whether the property is mutated on the basis of will?	<i>Not applicable</i>
	d) Whether the original will is available	<i>Not applicable</i>
	e) Whether the original death certificate of the testator is available?	<i>Not applicable</i>
	f) What are the circumstances and / or documents to establish the will in question is the last and final will of the testator? (comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother / Original title deeds are to be explained)	<i>Not applicable</i>
17.	a) Whether the property is subject to any wakf rights?	<i>No.</i>
	b) Whether the property belongs to church/temple or any religious / other institutions having any restriction in creation of charges on such properties	<i>Not applicable</i>
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	<i>Not applicable</i>
18.	a) Where the property is a HUF / joint 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.	<i>Not applicable</i>
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	<i>Not applicable</i>
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	<i>No.</i>
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	<i>Not applicable</i>
	c) If so additional precautions / permission to be obtained for creation of valid mortgage?	<i>Not applicable</i>
	d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	<i>Not applicable</i>
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	<i>There is no bar in creation of equitable mortgage.</i>
	b) In case of agricultural property other relevant records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	<i>Not applicable</i>

10/10/2020

	c) In the Case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes. Photocopy of approved site plan is enclosed.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz, Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance etc.)	No.
22.	a) Whether the property is subject to any pending or proposed land acquisitions proceedings?	No (as per enclosed affidavit)
	b) Whether any search / enquiry is made with the land Acquisitions Office and the outcome of such search / enquiry.	No
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No (as per enclosed affidavit)
	b) If, so whether such litigation would adversely, effect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	c) Whether the title documents have any court seal/markings which points out any litigation/ attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	No.
24.	a) In Case of partnership firm, whether the property belongs to the firm and the deed is property registered.	Not applicable
	b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association / provision for common seal etc.	Not applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.	Not applicable
27.	a) Whether any POA is involved in the chain of title?	No.
	b) Whether the POA involved is one coupled with interest i.e. a Development Agreement – cum – power of attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law.	Not applicable

	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms/ Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized / Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale deed, etc. in favour of the buyers of flats / units (builders's POA) or (ii) other type of POA (Common POA)	<i>Not applicable</i>
	d) In case the Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	<i>Not applicable</i>
	e) In case of common POA (i.e. POA other than Builders's POA), please clarify the following clauses in respect of POA.	<i>Not applicable</i>
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	<i>Not applicable</i>
	ii) Whether the POA is a registered one?	<i>Not applicable</i>
	iii) Whether the POA is a special or general one?	<i>Not applicable</i>
	iv) Whether the POA contains a specific authority for execution of title document in question	<i>Not applicable</i>
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of the Sub-Registrar, also?)	<i>Not applicable</i>
	g) Please comment on the genuineness of POA?	<i>Not applicable</i>
	h) The unequivocal opinion on the enforceability and validity of the POA?	<i>Not applicable</i>
28.	Whether the 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.	<i>Not applicable</i>
29.	If the property is a flat/apartment or residential/commercial complex, check an comment on the following :	<i>Not applicable</i>
A	Promoter's / Land owner's title to the land/building	<i>Not applicable</i>
B	Development Agreement/Power of Attorney.	<i>Not applicable</i>
C	Extent of Authority of the Developer/builder.	<i>Not applicable</i>
D.	Independent title verification of the land and / or building in question.	<i>Not applicable</i>
E.	Agreement for sale (duly registered)	<i>Not applicable</i>
F.	Payment of proper stamp duty.	<i>Not applicable</i>
G.	Requirement of registration of sale agreement, development agreement, POA etc.	<i>Not applicable</i>

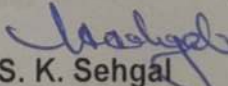
H	Approval of building plan, permission of appropriate / local authority etc;	<i>Not applicable</i>
I.	Conveyance in favor of Society /Condominium concerned.	<i>Not applicable</i>
J	Occupancy Certificate/allotment letter/letter of possession.	<i>Not applicable</i>
K	Membership details in the society etc.	<i>Not applicable</i>
L	Share Certificates	<i>Not applicable</i>
M.	No Objections Letter from the Society.	<i>Not applicable</i>
N.	All legal requirements under the local / Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations/ Co-operative Societies' Laws etc.	<i>Not applicable</i>
o.	Requirements, for noting the bank charges on the records of the Housing Society, if any;	<i>Not applicable</i>
P	If the property is a vacant land and construction is yet to be made, approval of layout and the other precautions, if any.	<i>Not applicable</i>
Q	Whether the numbering pattern of the units / flats in all documents such as approved plan, agreement plan etc.	<i>Not applicable</i>
30.	Encumbrance, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<i>Yes. The property is mortgaged with State Bank of India</i>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	<i>15 years. The property is mortgaged with State Bank of India</i>
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	<i>Not applicable</i>
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No objection Certificate under the income Tax Act is required / obtained.	<i>Not applicable</i> <i>Not applicable</i>
34.	Details of RTC extract / mutation extracts / Katha extracts pertaining to the property in question.	<i>Copy of extract of Khatooni is enclosed</i>
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	<i>Yes.</i>
36.	a) Whether the property offered as security is clearly demarcated?	<i>Yes</i>
	b) Whether the demarcation / partition of the property is legally valid?	<i>Not applicable</i>
	c) Whether the property has clear access as per documents?	<i>Yes.</i>
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	<i>No.</i>

	a) Document in relation to electricity connection	
	b) Document in relation to water connection	
	c) Document in relation to Sales Tax Registration, if any applicable;	
	d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	<i>No discrepancy appeared from the available documents.</i>
39.	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report and / or approved plan are available at the time of preparation of TIR, please, provided these comments subsequently, on making the same available to the advocate)	<i>Valuation report not made available</i>
40.	Any bar/restrictions for creation of mortgage under any local or special enactments, details of proper registration of documents payment of proper stamp duty etc.	<i>No.</i>
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security?	<i>Yes.</i>
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the Bank in this Regard.	<i>The property is already mortgaged with the Bank.</i>
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	<i>Not applicable</i>
44.	Additional aspects relevant for investigation of title as per local laws.	<i>Nil</i>
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<i>Nil</i>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	<i>Shri Lal Bahadur Singh Rathore</i>

Date : 02.03.2015

Place: Dehradun

Signature of the Advocate


S. K. Sehgal
Advocate

S. K. Sehgal

Advocate

D-70, Race Course

Dehradun

☎ 2623855

Mob: 9897006070

sksehgaladv@gmail.com

CERTIFICATE OF TITLE

I have examined the certified copies of the title deeds (*The mortgagor had deposited the original title deeds for creation of equitable mortgage*) intended to be deposited relating to the Schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the Checklist vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the available records of the relevant Government Offices, / Sub-Registrar(s) Office(s). Revenue Records, Municipal/Panchayat Office. Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, Certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

4A. To safeguard the interest of the bank the enclosed affidavit be taken since the revenue records and the record/Index kept in the office of the Sub Registrar, Dehradun is incomplete and is in a very poor condition.

5. There are no prior Mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.2000 to 31.12.2014 pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all Encumbrance **except the mortgage in favour of State Bank of India**

6. That Mortgage if created, will be available to the Bank for the liability of the intending borrower, **Shri Lal Bahadur Singh Rathore**

7. I certify that **Shri Lal Bahadur Singh Rathore** has an absolute, clear and Marketable title over the Schedule property **subject to mortgage mentioned above**. I further certify that the above title deeds are genuine and a valid mortgage can be created and the same Mortgage would be enforceable.

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

- Original sale deed dated 23.07.2012 registered at serial no. 3079/12.
2. Original sale deed dated 29.03.2005 registered at serial no. 1977/05.
9. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

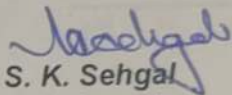
SCHEDULE OF PROPERTY

All that property forming part of Khasra No. 312 area 108.46 Sq. Mts. and Khasra No. 313 Ka area 114.50 Sq. Mts. total measuring 222.96 Sq. Mts. situated at Mauza Nanoor Khera, Pargana Parwa Doon, District Dehradun bounded and butted as under :-

North : Land of Shri Yashwant Singh and others, side measuring 40 ft.
South : 20 ft. wide road, side measuring 40 ft.
East : 20 ft. wide road, side measuring 60 ft.
West : Land of others, side measuring 60 ft.

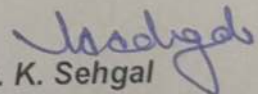
Place: Dehradun
Date: 02.03.2015

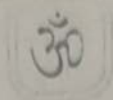
Signature of the Advocate


S. K. Sehgal
Advocate

Encl. :-

1. Search fee Receipt.
2. Certified copy of sale deed dated 23.07.2012 registered at serial no. 3079/12.
3. Certified copy of sale deed dated 29.03.2005 registered at serial no. 1977/05.
4. Copy of Khatooni.
5. Photocopy of approved site plan.
6. Affidavit of the borrower.


S. K. Sehgal
Advocate



Sale Deed

Consideration

Market value as per circle rates

Stamp duty paid

No. of Stamp Sheets

Rs. 20,00,000.00

Rs. 7,14,000.00

Rs. 68,000.00

09

SHRI RAJESH KUMAR SON OF SHRI NET RAM RESIDENT OF C-19/3, OFD ESTATE, RAIPUR, DISTRICT DEHRADUN (hereinafter called the SELLER) of the one part;

FORM 60

AND

SHRI LAL BAHADUR SINGH RATHORE SON OF LATE SHRI GORENDER SINGH RATHORE RESIDENT OF S-3, MIG, OCEAN PALACE, C-16, 17, SHALIMAR GARDEN, EXTENSION-2, SAHIBABAD, DISTRICT GHAZIABAD (hereinafter called the PURCHASER) of the Second Part;
PAN AEWPR 7177 P

The property is free from all encumbrances

Details of the property: All that property forming part of Khasra No. 312 area 108.46 Sq. Mts. and Khasra No. 313 Ka area 114.50 Sq. Mts. total measuring 222.96 Sq. Mts. situated at Mauza Nanoor Khera, Pargana Parwa Doon, District Dehradun.

[Handwritten signatures and marks]

रु.
15000

पन्ध्र हजार रुपये

FIFTEEN
THOUSAND RUPEES

Rs.
15000



092218

उत्तराखण्ड UTTARAKHAND

SALE DEED

This Deed of sale is made and executed at Dehradun on this the 23rd day of July, 2012 between **Shri Rajesh Kumar son of Shri Net Ram resident of C-19/3, OFD Estate, Raipur, District Dehradun** (hereinafter called the SELLER) of the one part;

AND

Shri Lal Bahadur Singh Rathore son of Late Shri Gorender Singh Rathore resident of S-3, MIG, Ocean Palace, C-16, 17, Shalimar Garden, Extension-2, Sahibabad, District Ghaziabad (hereinafter called the PURCHASER) of the Second Part.

PROVIDED ALWAYS and it is hereby agreed that the terms SELLER and PURCHASER wherever the context so require shall include their respective heirs, legal representatives and assigns.

WHEREAS the Seller is the sole and absolute owner of property forming part of Khasra No 312 area 108.46 Sq Mts. and Khasra No 313 Ka area 114.50 Sq. Mts. total measuring 222.96 Sq. Mts. situated at Mauza Nanoor Khera, Pargana Parwa Doon, District Dehradun (hereinafter called the said property) morefully described in the Schedule of Property having purchased the same from Shri Yashwant Singh, Shri Ashok Kumar, Shri Pawan Kumar and Shri Kuldeep sons of Late Shri Fateh Singh vide sale deed dated 29.03.2005 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 1337 on page 748 and in additional file book no. I volume 1431 on pages 467 to 476 at serial no. 1977 dated 29.03.2005.

(2)

स हजार रुपये

भारत

रु.
10000

Rs.
10000

TEN THOUSAND RUPEES

INDIA

LA 099788

राज्य उत्तराखण्ड

9 JUL 2012

गति किया
ड 24 001

AND WHEREAS the name of the Seller has been duly mutated in the revenue records vide orders of the Tehsildar, Dehradun passed in case no. 4651 dated 20.05.2005.

AND WHEREAS the said khasra plot was recorded in the name of Shri Yashwant Singh, Shri Ashok Kumar, Shri Pawan Kumar and Shri Kuldeep sons of Shri Fateh Singh in the revenue records as Bhumidhar with transferable rights since the fasli year 1384 i.e 1977.

AND WHEREAS the Seller has been in peaceful possession and beneficiary enjoyment over the said property.

AND WHEREAS the Seller has agreed to sell the said property to the Purchaser for an agreed sale price of Rs. 20,00,000.00 (Rupees Twenty Lacs only).

AND WHEREAS the Purchaser has agreed to purchase the said property for the said agreed sale price of Rs. 20,00,000.00 (Rupees Twenty Lacs only).

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

भारत

रु.
10000

Rs.
10000

TEN THOUSAND RUPEES

INDIA

CA 197122

उत्तराखण्ड UTTARAKHAND

NOW THIS DEED WITNESSESS AS UNDER:-

That in pursuance of the said agreement and in consideration of a sum of Rs. 20,00,000.00 (Rupees Twenty Lacs only) has been paid by the Purchaser to the Seller in the following manner :-

A) Rs. 1,00,000.00 vide cheque no. 247701 dated 25.05.2012 drawn on State Bank of India, GNFC School, Mussoorie.

B) Rs. 19,00,000.00 vide demand draft no. 793385 dated 21.07.2012 drawn on State Bank of India, GNFC School, Mussoorie.

(The receipt of which sum is hereby acknowledged by the Seller and nothing remains due out of the sale price) THE SELLER hereby transfers, alienates and assigns all that property forming part of Khasra No. 312 area 108.46 Sq. Mts. and Khasra No. 313 Ka area 114.50 Sq. Mts. total measuring 222.96 Sq. Mts. situated at Mauza Nanool Khera, Pargana Parwa Doon, District Dehradun (morefully described in the schedule given at the foot of this deed) TO HOLD AND TO HAVE the same to the Purchaser alongwith all rights, interests, title and easements appurtenant thereto as absolute owner forever.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

भारत

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Rs.
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TEN THOUSAND RUPEES

INDIA

उत्तराखण्ड UTTARAKHAND

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6. That the property is being sold with all the rights and easements belonging to or appurtenant to or reputed to be belonging to or appurtenant to the said property.
7. That the Purchaser shall also be entitled to transfer the property hereby sold by way of sale, gift, lease, mortgage, etc. or in any other manner the Purchaser likes in future.
8. That the Purchaser can get the said property mutate or transfer in his own name in the revenue records or any other concerned authority by presenting the sale deed.
9. That the Seller and his successors, survivors and assignees have been left with no claim, title and interest in the said property and now the Purchaser is the sole and exclusive owners of the said property.
10. That the Seller does not belongs to Schedule Caste or Schedule Tribe
11. That the said property is situated outside the limits of the Municipal Corporation, Dehradun and at a distance of more than 700 Mts. from Main Raipur Road and more than 1.5 Kilometers from Main Sahastradhara Road

रु.
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Rs.
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TEN THOUSAND RUPEES

उत्तराखण्ड UTTARAKHAND

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SCHEDULE OF PROPERTY

12. That the circle rate fixed by the Collector in the locality is Rs. 3200.00 per Sq. Mts. as such the cost of the land hereby sold comes to Rs. 7,13,472.00 (222.96 x 3200.00). The sale consideration is Rs. 20,00,000.00, on which the required stamp duty is being paid as per law in the following manner :-

A)	Rs. 7,14,000.00	x	5.00%	=	Rs. 35,700.00
B)	Rs. 12,86,000.00	x	2.50%	=	Rs. 32,150.00
		total		=	<u>Rs. 67,850.00</u>

13. That all taxes levied on the property hereby sold upto the date of sale shall be paid by the Seller and all taxes accruing subsequent to the date of execution of sale deed will be paid by the Purchaser.

14. That if on account of any defect in the title of the Seller or on account of any undisclosed fact the said property or any part thereof gets out of the hands of the Purchaser, the Seller shall compensate the Purchaser upto the extent of the loss thus suffered including the costs of the constructions/improvements, if any according to the true intent and meaning of these presents.

15. That there is no violation of the provision of The Uttaranchal (The Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950) (Adaptation and Modification order, 2001) (Amendment) Act, 2003 in transfer of the said property.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

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ONE THOUSAND RUPEES

Rs.1000

INDIA

उत्तराखण्ड UTTARAKHAND

A 098375

SCHEDULE OF PROPERTY

All that property forming part of Khasra No. 312 area 108.46 Sq. Mts. and Khasra No. 313 Ka area 114.50 Sq. Mts. total measuring 222.96 Sq. Mts. situated at Mauza Nanoor Khara, Pargana Parwa Doon, District Dehradun bounded and butted as under

North : Land of Shri Yashwant Singh and others, side measuring 40 ft.
South : 20 ft. wide road, side measuring 40 ft.
East : 20 ft. wide road, side measuring 60 ft.
West : Land of others, side measuring 60 ft.

In Witness whereof the Seller and the Purchaser have put their signatures on this deed on the day month and year herein above written.

Impression of Left Hand fingers of the Seller

Thumb Index Finger Middle Finger Ring Finger

Little Finger



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

A 098376

उत्तराखण्ड UTTARAKHAND

सहायक कोषाधिकारी सेक्टर
कोषाधिकारी, देहरादून

19 JUL

Impression of Right Hand fingers of the Seller :-

Thumb

Index Finger

Middle Finger

Ring Finger

Little Finger

001

Impression of Left Hand fingers of the Purchaser :-

Thumb

Index Finger

Middle Finger

Ring Finger

Little Finger

Impression of Right Hand fingers of the Purchaser :-

Thumb

Index Finger

Middle Finger

Ring Finger

Little Finger

(9)

PLAN OF PROPERTY FORMING PART OF KHASRA NO. 312 AREA 108.46 SQ.
MTS. AND KHASRA NO. 313 KA AREA 114.50 SQ. MTS. TOTAL MEASURING
222.96 SQ. MTS. SITUATED AT MAUZA NANOOR KHERA, PARGANA PARWA
DOON, DISTRICT DEHRADUN

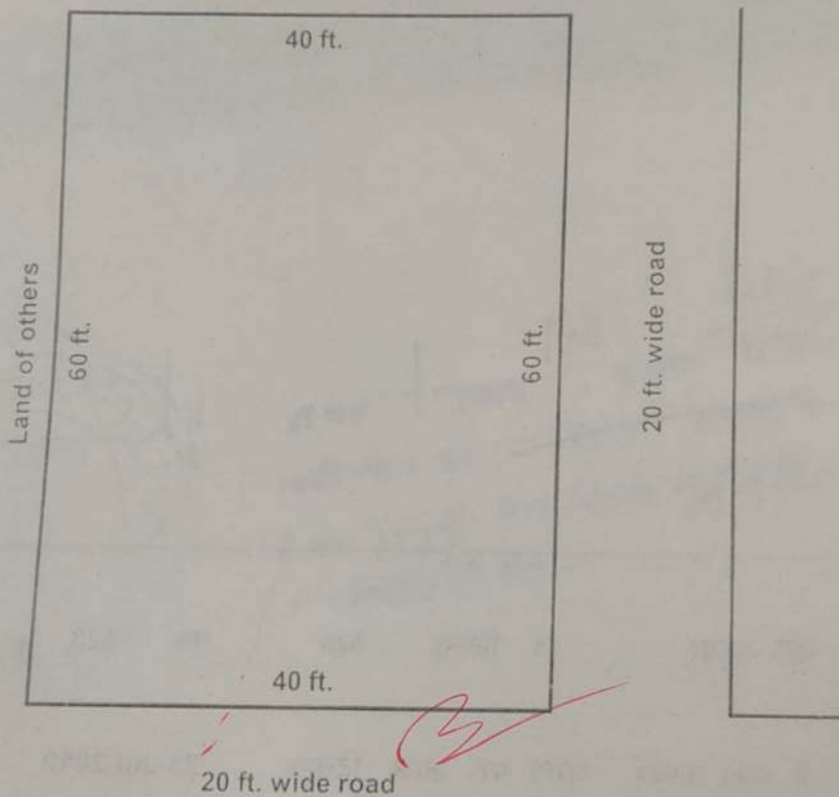
SOLD BY: SHRI RAJESH KUMAR

SOLD TO: SHRI LAL BAHADUR SINGH RATHORE

NOT TO SCALE

Land of Shri Yashwant Singh and
others

N



SELLER

(15)
(11)

PURCHASER

बही नम्बर

1 जिल्द

520

पृष्ठ

323

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352

में रजि० नम्बर 3,079 पर आज दिनांक

23-Jul-2012

में रजिस्ट्री की गयी ।

उप निबन्धक (चतुर्थ) देहरादून

23-Jul-2012

