

139



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK22381383765271T  
Certificate Issued Date : 08-Apr-2021 01:11 PM  
Account Reference : NONACC (SV)/ uk1208004/ DEHRADUN/ UK-DH  
Unique Doc. Reference : SUBIN-UKUK120800448459292293502T  
Purchased by : ANKIT SEMWAL  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MEGHNA  
Second Party : ANKIT SEMWAL  
Stamp Duty Paid By : ANKIT SEMWAL  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



**B. SINGH**  
Advocate  
Court Compound, D.Dun  
Regd. No. - UK-4750/2004



महिला कम्पाउन्ड  
स्टाम्प विभाग  
होर्ट कम्पाउन्ड, देहरादून

Please write or type below this line-----

मेघना

*(Signature)*

140

## विक्रय-अनुबन्धपत्र

हम कि श्रीमती मेघना पत्नी श्री मनीष कुमार ,  
निवासी- न्यू जाटव बस्ती ऋषिकेश जिला देहरादून (उत्तराखण्ड)

— प्रथमपक्ष / विक्रेता

एवं

श्री अंकित सेमवाल पुत्र श्री गणेश चन्द्र सेमवाल ,  
निवासी- वनस्थलीपुरम मियाँवाला चौक नियर सन्त कबीर एकेडमी जिला  
देहरादून (उत्तराखण्ड)

— द्वितीयपक्ष / क्रेता



विदित हो कि प्रथमपक्ष निम्न वर्णित सम्पत्ति भवन जिसका वर्णित विवरण अन्त में दिया गया है, के मालिक स्वामी हैं तथा प्रथमपक्ष ने निम्न वर्णित सम्पत्ति भवन एम0डी0डी0ए0 देहरादून द्वारा मासिक किश्तों में आवंटित हुआ है तथा प्रथमपक्ष का नाम एम0डी0डी0ए0 देहरादून के अभिलेखों में बतौर स्वामी दर्ज व अंकित चला आ रहा है, तथा वर्णित सम्पत्ति हर प्रकार के भार-बन्धन ऋण, जमानत आदि से पूर्णतः मुक्त पाक-साफ है तथा उक्त सम्पत्ति में प्रथमपक्ष का कोई साझीदार, भागीदार नहीं है तथा प्रथमपक्ष को वर्णित सम्पत्ति को हर प्रकार से विक्रय, हस्तान्तरण आदि करने के समस्त मालिकाना हक व अधिकार प्राप्त हैं एवं प्रथमपक्ष वर्णित सम्पत्ति को द्वितीयपक्ष को विक्रय करना चाहते हैं, तथा द्वितीयपक्ष कंय करना चाहते हैं, जिसकी बाबत दोनों पक्षों के मध्य निम्न लिखित शर्तों पर यह विक्रय-अनुबन्धपत्र निष्पादित किया जा रहा है, जिसका पालन दोनों पक्ष, उनके उत्तराधिकारी, हित-प्रतिनिधि, स्थानापन्न आदि आदि समान रूप से सादर करेंगे :-



141

1- यहकि पक्षों के मध्य निम्न वर्णित सम्पत्ति का सौदा मु0 रुपये 18,50,000/- ( अटठारह लाख पचास हजार रुपये ) में तय पाया गया है, जो कि द्वितीयपक्ष ने उक्त सम्पत्ति की बाबत प्रथमपक्ष को बतौर बयाना अग्रिम धन राशि मुबलिंग 2,50,000/- रुपये ( दो लाख पचास हजार रुपये ) नकद/चेक द्वारा अदा कर दिये हैं, जिसकी प्राप्ति प्रथमपक्ष को निम्न प्रकार स्वीकार है:-

1-मुबलिंग 50,000/- रुपये (पचास हजार रुपये ) एतद्वारा नकद प्राप्त  
2-मुबलिंग 2,00,000/- रुपये ( दो लाख रुपये ) द्वारा चेक संख्या-000003 दिनांकित 31-12-2020 एच0डी0एफ0सी0 बैंक हरियाणा द्वारा प्राप्त ।

तथा शेष धनराशि विक्रयपत्र के समय दी व ली जायेगी

2- यहकि दोनों पक्षों के मध्य विक्रयपत्र अंकित करने-कराने की तिथि दिनांक-31.12.2020 से पाँच माह तक अर्थात् दिनांक 31.05.2021 तक तय व करार पायी गयी है, जो कि आपसी सहमति से घटायी व बढ़ायी जा सकती है।

यहकि विक्रयपत्र अंकित व पंजीकृत कराने का समस्त व्यय आदि द्वितीय पक्ष स्वयं ही वहन करेंगे ।

4- यहकि द्वितीयपक्ष को पूर्ण अधिकार होगा कि वह निम्न वर्णित सम्पत्ति का विक्रयपत्र अपने अथवा अपने मनोनीत व्यक्ति/व्यक्तियों के हक में अंकित कर सकेंगे ।

5- यहकि यदि द्वितीयपक्ष नियत तिथि तक निम्न वर्णित सम्पत्ति का विक्रय पत्र अपने अथवा अपने मनोनीत व्यक्ति/व्यक्तियों के हक में अंकित कराने में असमर्थ पाये जायेंगे तो ऐसी दशा में द्वितीयपक्ष द्वारा दी गयी अग्रिम धनराशि जब्त होगी और सौदा रद्द होगा ।

6- यहकि यदि प्रथमपक्ष नियत तिथि तक निम्न वर्णित सम्पत्ति का विक्रयपत्र द्वितीयपक्ष अथवा अपने उसके मनोनीत व्यक्ति/व्यक्तियों के हक में अंकित कराने में असमर्थ पाये जायेंगे तो ऐसी दशा में प्रथमपक्ष द्वितीयपक्ष को उसकी अग्रिम धनराशि की दुगुनी धनराशि अदा करने हेतू बाध्य रहेंगे ।

7- यहकि यदि सम्पत्ति के स्वामित्व में कोई दोष पाया गया अथवा किसी प्रकार का कोई वाद-विवाद आदि पाया गया तो उसके हर्जे-खर्चे की सम्पूर्ण जिम्मेदारी प्रथमपक्ष की ही होगी तथा यहां पर यह भी स्पष्ट किया जाता है कि उक्त सम्पत्ति को कय करने बाबत द्वितीयपक्ष बैंक से ऋण लेंगे, एवं विक्रयपत्र

142

से पूर्व प्रथमपक्ष उक्त सम्पत्ति के समस्त बकाया किश्तें, बिजली/पानी बिल आदि-आदि का पूर्ण भुगतान करके देंगे ।

8- यहकि उक्त अनुबन्ध पत्र का दोनों पक्ष समान रूप से सादर पालन करेंगे ।

### विवरण-सम्पत्ति

NOTARY PUBLIC

सम्पूर्ण सम्पत्ति ई0डब्ल्यू0एस0 फ्लैट संख्या- 9 बी. आई0एस0बी0टी0 योजना देहरादून, उत्तराखण्ड जिसका कुल कारपेट एरिया - 35.00 वर्गमीटर है, जिसकी सीमायें निम्न प्रकार हैं:-

पूरब में	-	फ्लैट संख्या- 10 बी.द्वितीय तल ,
पश्चिम में	-	भूतल पर सड़क,
उत्तर में	-	फ्लैट संख्या- 7 बी.द्वितीय तल ,
दक्षिण में	-	कॉमन सीढ़ी ,



अतः आज दिनांक 08.04.2021 को स्थान देहरादून में पक्षों के मध्य गवाहों के समक्ष यह विक्रय अनुबन्ध पत्र निष्पादित कर दिया गया है, ताकि सनद रहे व समय पर काम आवे ।

ह0 प्रथमपक्ष - मेधना

ह0/द्वितीयपक्ष -

1-ह0/गवाह - मनीष कुमार

( मनीष कुमार 81 राजेश्वर बाजार 15 जवाहर नगर देहरादून )

2- ह0/गवाह - प्रवीण कुमार

( प्रवीण कुमार 15 शिवपुरी रोड देहरादून )

11/3/21  
ATTESTED  
(RAJENDER SINGH NEGI)  
Advocate & NOTARY



143

रजिस्ट्रेशन अधिनियम 1908 की धारा 32-ए के अनुपालन हेतु:-

प्रथमपक्ष विकेता का नाम:- श्रीमती मेधना

(Left Hand) बाँये हाथ की अंगुलियों के चिन्ह

अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठिका



(Right Hand) दाँये हाथ की अंगुलियों के चिन्ह

अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठिका



द्वितीयपक्ष केता का नाम:- श्री अंकित सेमवाल

(Left Hand) बाँये हाथ की अंगुलियों के चिन्ह

अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठिका



(Right Hand) दाँये हाथ की अंगुलियों के चिन्ह

अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठिका



144

INDIA NON JUDICIAL

Government of Uttarakhand



e-Stamp

सत्यमेव जयते

Certificate No.  
Certificate Issued Date  
Account Reference  
Unique Doc. Reference  
Purchased by  
Description of Document  
Property Description  
Consideration Price (Rs.)  
  
First Party  
Second Party  
Stamp Duty Paid By  
Stamp Duty Amount(Rs.)

: IN-UK12643663057257T  
: 11-Feb-2021 10:23 AM  
: NONACC (SV)/ uk1207304/ RISHIKESH/ UK-DH  
: SUBIN-UKUK120730428789439997493T  
: MEGHNA  
: Article 23 Conveyance  
: FLAT NO EWS B 09 MDDA COLONY ISBT DEHRADUN  
: 8,15,532  
: (Eight Lakh Fifteen Thousand Five Hundred And Thirty Two only)  
: MDDA DEHRADUN  
: MEGHNA  
: MEGHNA  
: 40,800  
: (Forty Thousand Eight Hundred only)



Smt. S. Bisht  
Stamp Vendor  
Court Compound, Rishikesh

Please write or type below this line



मेघना



मसूरी देहरादून विकास प्राधिकरण

0002557740



145

विक्रय विलेख/फ्री-होल्ड विलेख

मालियत विक्रयपत्र :- रू0 8,15,532/-

बाजारी मूल्य जिस पर स्टाम्प दिया है :- रू0 8,16,000/-

e-Stamp no- IN-UK12643663057257T

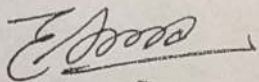
स्टाम्प शुल्क रू0 40800/- आवास विकास शुल्क सहित कुल स्टाम्प का योग  
रू0 40800/-

यह कि हम मसूरी देहरादून विकास प्राधिकरण ट्रान्सपोर्ट नगर सहारनपुर रोड  
देहरादून । पेन नम्बर AAAAM 4651Q  
(प्रस्तुतिकरण हेतु अधिकृत श्री भरतसिंह नेगी आई0डी0न0-44)

सम्पत्ति/फ्लैट संख्या दुर्वल आय वर्ग -09 बी, द्वितीय तल, आई0एस0बी0टी0  
आवासीय योजना, हरिद्वार बाई पास रोड, देहरादून।

के मालिक व काबिज है और हमारी सम्पत्ति हर प्रकार के भार व रहन से मुक्त है,  
उसको श्रीमती मेघना पुत्री श्री मुकेश, निवासी- नई जाटव बस्ती, ऋषिकेश, देहरादून  
(आधार नं0-4118 1808 3977 पैन नं0-60DPM 2406 F) को विक्रय कर दिया है।

कमश:-2



मेघना

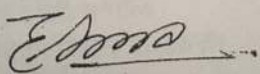
सह प्रभारी सम्पत्ति  
मसूरी देहरादून विकास प्राधिकरण  
देहरादून।

146

विक्रय विलेख/फी-होल्ड विलेख

यह कि हम मसूरी देहरादून विकास प्राधिकरण देहरादून (जिसको एतद्वारा प्रथम पक्ष कहा गया है) द्वारा आंबटित फ्लैट का स्वामित्व प्रदान किये जाने हेतु यह विलेख सन् 2021 ई0 के माह फरवरी के 16... वें दिन को श्रीमती मेघना पुत्री श्री मुकेश, निवासी- नई जाटव बस्ती, ऋषिकेश, देहरादून। (जिसको एतदपश्चात् द्वितीयपक्ष कहा गया है) के मध्य निष्पादित किया जाता है और चूंकि इस विलेख की अनुसूची में निर्दिष्ट फ्लैट द्वितीय पक्ष को आंबटित हुआ था। आगे अभिव्यक्त अधिकारों एवं शर्तों के अधीन अनुसूची में निर्दिष्ट फ्लैट सहित भूमि का स्वामित्व मु0 रु0 8,15,532/- (रुपये आठ लाख पन्द्रह हजार पाँच सौ बत्तीस मात्र) के एवज् में द्वितीयपक्ष को हस्तान्तरित किया जाना है। और चूंकि प्रथम पक्ष द्वारा द्वितीय पक्ष को अनुसूची में वर्णित दुर्बल आय बर्ग फ्लैट संख्या 09बी, द्वितीय तल आई0एस0बी0टी0 आवासीय योजना, हरिद्वार बाई पास रोड, देहरादून का स्वामित्व आवासीय प्रयोजन हेतु दिया जाना स्वीकार कर लिया गया है और चूंकि जनपद देहरादून की महायोजना/ आसपास की भूमि के भू-उपयोग के आधार पर वर्तमान में उक्त वर्णित फ्लैट आवास का आवासीय उद्देश्य हेतु उपयोग किया जाना है। अतः द्वितीयपक्ष द्वारा अनुसूची में वर्णित फ्लैट का उपयोग महायोजना में निर्दिष्ट/आसपास की भूमि के भू-उपयोग के आधार पर वर्तमान में उक्त वर्णित फ्लैट का आवासीय उद्देश्य हेतु उपयोग किया जाना है। अतः उत्तराखण्ड में अपनी प्रवृत्ति के सम्बन्ध में समय समय पर यथा-संशोधित उत्तर प्रदेश नगर योजना एवं विकास अधिनियम 1973, उ0प्र0 आवास एवं विकास परिषद अधिनियम 1965 सपठित, शासनादेश संख्या 1639/9-आ-1-95-80 मिस/86 दिनांक 10.05.1995 तथा शासनादेश संख्या 1778/9-आ-1-95-80 मिस/86 दिनांक 24.5.95 के अनुसरण में यह विलेख साक्षी है कि अनुसूची में वर्णित फ्लैट का स्वामित्व द्वितीयपक्ष के पक्ष में घोषित किये जाने हेतु द्वितीयपक्ष द्वारा प्रथमपक्ष को मु0 रु0 8,15,532/- (रुपये आठ लाख पन्द्रह हजार पाँच सौ बत्तीस मात्र) (फ्लैट मूल्य रु0-8,10,000/-, लीजरेन्ट भूमि मूल्य का 10 प्रतिशत रु0-4,610/-, फीहोल्ड शुल्क भूमि मूल्य का 02 प्रतिशत रु0-922/-) प्राधिकरण कोष में पंजीकरण दिनांक 24.10.2013 से दिनांक 30.01.2021 तक समय-समय पर किश्तों के रूप में जमा किया गया है।

मेघना



सह प्रभारी सम्पत्ति  
मसूरी देहरादून विकास प्राधिकरण  
देहरादून।

कमशः-3



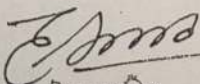
147

उपरोक्त किये गये भुगतान (जिसकी प्राप्ति प्रथम पक्ष एतद्वारा स्वीकार करता है) के प्रतिफलस्वरूप तथा आगे वर्णित प्रसंविदाओं और शर्तों, जिनका पट्टागत फ्लैट का फ्री-होल्ड फ्लैट में परिवर्तन अनुमन्य है। और चूंकि द्वितीयपक्ष ने उसके द्वारा धारित पट्टागत फ्लैट सहित भूमि निजी स्वत्व वाली (फ्री-होल्ड भूमि) घोषित करने तथा उस पर द्वितीयपक्ष को निजी स्वत्व प्रदान किये जाने हेतु उपाध्यक्ष मसूरी देहरादून विकास प्राधिकरण को निर्धारित प्रारूप पर प्रार्थना पत्र दिया है और चूंकि पट्टागत फ्लैट को फ्री-होल्ड में परिवर्तित किये जाने विषयक जारी उपर्युक्त शासनादेशों में दिये गये उपबन्धों के अनुसार उपाध्यक्ष मसूरी देहरादून विकास प्राधिकरण देहरादून के आदेश संख्या 2127/9-आ-1-96-213 डी.ए./94 दिनांक 8.7.96 द्वारा आंकलित एवं निर्धारित लीजरेन्ट की सम्पूर्ण धनराशि मु० रू० 4610/- (रूपये चार हजार छःसौ दस मात्र) द्वितीयपक्ष द्वारा जमा कर दिये जाने पर प्रथम पक्ष एतद्वारा आगे वर्णित शर्तों के अधीन इस विलेख की अनुसूची में वर्णित पट्टागत फ्लैट को निजी स्वत्व वाला (फ्री-होल्ड) फ्लैट घोषित करने तथा उस पर द्वितीय पक्ष को निजी स्वत्व प्रदान करने हेतु सहमत है और चूंकि उत्तराखण्ड में अपनी प्रवृत्ति के सम्बन्ध में समय समय पर यथा-संशोधित उत्तर प्रदेश नगर योजना एवं विकास अधिनियम 1973 की धारा-19 उत्तर प्रदेश आवास एवं विकास परिषद अधिनियम 1965 सपठित शासनादेश संख्या 1639/9-आ-1-95-80 मिस/86 दिनांक 10 मई 1995 तथा शासनादेश सं० 1778/9-आ-1-95-80 मिस/86 दिनांक 24.5.95 के अनुसरण में उक्त पट्टागत फ्लैट को फ्री-होल्ड में परिवर्तित किया जा सकता है।

अतः उक्त दृष्टिगत विधि एवं शासनादेशों के अनुसरण में निष्पादित यह विलेख साक्षी है, कि इस विलेख की अनुसूची में वर्णित फ्लैट द्वितीय पक्ष के पक्ष में फ्रीहोल्ड (निजी स्वत्व) घोषित करने तथा उस पर द्वितीयपक्ष द्वारा प्रथमपक्ष को फ्रीहोल्ड शुल्क मु० रू० 922/- (रूपये नौ सौ बाइस मात्र) प्राधिकरण कोष में किये गये भुगतान (जिसकी प्राप्ति प्रथमपक्ष एतद्वारा स्वीकार करते हैं) के प्रतिफलस्वरूप तथा आगे वर्णित प्रसंविदाओं और शर्तों जिनका द्वितीयपक्ष पालन करेगा, को ध्यान में रखते हुये प्रथमपक्ष एतद्वारा वह सब फ्लैट आवास उसकी सीमाओं सहित, जिनका विवरण इस विलेख की अनुसूची में दिया गया है, को फ्री-होल्ड घोषित करते हैं। उस पर द्वितीयपक्ष को निजी स्वत्व प्रदान करते हैं। अतएव: द्वितीयपक्ष उसके दावाधिकारी तथा समनुदेशिनी सदा के लिए अपने अधिकार में रखेंगे।

मैथिली

कमशः-4



सह प्रभारी सम्पत्ति  
मसूरी देहरादून विकास प्राधिकरण  
देहरादून।

148

-4-

विलेख में अभिदिष्ट अनुसूची निम्नवत् है।

दुर्बल आय बर्ग फ्लैट संख्या 09 बी, द्वितीय तल, आई0एस0बी0टी0 आवासीय योजना, हरिद्वार बाई पास रोड, देहरादून

कुल कारपेट क्षेत्रफल 35.00 वर्ग मीटर है।

भवन की सीमायें निम्नप्रकार हैं

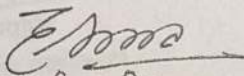
1-पूरब में :- फ्लैट नं0-10 बी, द्वितीय तल ई.डब्लू.एस.।

2-पश्चिम में :- भूतल पर सड़क।

3-उत्तर में :- फ्लैट नं0-07 बी, द्वितीय तल ई.डब्लू.एस.।

4-दक्षिण में :- कॉमन सीढ़ी।

द्वितीय पक्ष ने फ्लैट मूल्य, लीज रैन्ट, फ्री होल्ड शुल्क की सम्पूर्ण धनराशि रुपये- 8,15,532/- (रुपये आठ लाख पन्द्रह हजार पाँच सौ बत्तीस मात्र) प्राधिकरण कोष में जमा करा दी है। उपरोक्त वर्णित फ्लैट का भौतिक कब्जा द्वितीय पक्ष को प्रथम पक्ष द्वारा दिनांक 14.06.2016 में हस्तगत किया जा चुका है।



सह प्रभारी सम्पत्ति

मसूरी देहरादून विकास प्राधिकरण

उपस्थित

मसूरी देहरादून विकास प्राधिकरण की ओर से अथवा उनके द्वारा प्राधिकृत।

मेधना

(द्वितीय पक्ष के हस्ताक्षर)

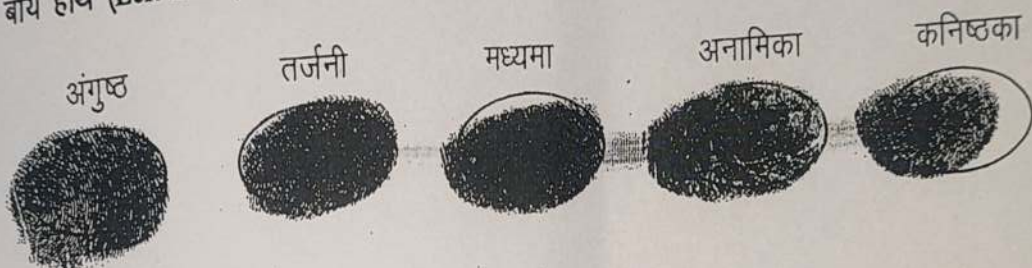


149

रजिस्ट्रेशन अधिनियम 1908 की धारा 32-ए के अनुपालन हेतु फिंगर प्रिंट्स

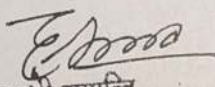
प्रथम पक्ष/विक्रेता का नाम एवं पता - सहप्रभारी सम्पत्ति, मसूरी देहरादून विकास प्राधिकरण,  
ट्रान्सपोर्ट नगर, सहारनपुर रोड देहरादून।

बायें हाथ (Left Hand) की अंगुलियों के चिन्ह



दायें हाथ (Right Hand) की अंगुलियों के चिन्ह



  
सह प्रभारी सम्पत्ति  
मसूरी देहरादून विकास प्राधिकरण  
प्रथमपक्ष/विक्रेता के हस्ताक्षर

मेधाना  
द्वितीय पक्ष/क्रेता

कमरा:-

156

- 6 -

रजिस्ट्रेशन अधिनियम 1908 की धारा 32-ए के अनुपालन हेतु फिंगर प्रिंट्स

द्वितीयपक्ष/केता का नाम एवं पता- श्रीमती मेघना पुत्री श्री मुकेश, निवासी- नई जाटव बस्ती, ऋषिकेश, देहरादून।

Summa  
196\*

बायें हाथ (Left Hand) की अंगुलियों के चिन्ह

15-Feb-21

Appointment

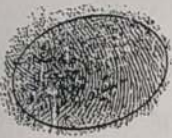
अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठका



दायें हाथ (Right Hand) की अंगुलियों के चिन्ह

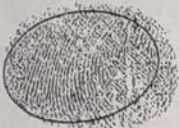
अंगुष्ठ

तर्जनी

मध्यमा

अनामिका

कनिष्ठका



मेघना

10

*(Signature)*

सह प्रमारी सम्पत्ति

मसूरी देहरादून विकास प्राधिकरण  
प्रथम पक्ष के हस्ताक्षर  
देहरादून।

साक्षी सं० 1

*(Signature)*

मनीष कुमार,

पुत्र श्री राजेश्वर जाटव,

निवासी-नई जाटव बस्ती,

ऋषिकेश, देहरादून।

आधार कार्ड न०-5884 0783 7160

द्वितीयपक्ष/केता के हस्ताक्षर

साक्षी सं० 2

*(Signature)*

अमरसिंह स्वेडिया,

पुत्र श्री जय प्रकाश,

निवासी-71, छब्बीलबाग, कॉवली,  
देहरादून।

आधार कार्ड न०-9238 7144 3652





159

नगरपालिका मसुरी देहरादून विकास प्राधिकरण देहरादून, ट्रांसपोर्ट नगर सहारनपुर रोड देहरादून  
आई0एस0बी0टी0 आवासीय योजना

कब्जा प्रमाण पत्र

सेवा में,

श्री/श्रीमती/कुमारी MEGHNA  
पुत्र/पत्नी/पुत्री MANISH KUMAR  
NEW JATAV BASTI RISHIKESH-249201

फ्लैट संख्या 9B Second Floor श्रेणी ई0डब्लु0एस0 आई0एस0बी0टी0 आवासीय योजना  
के अन्तर्गत पत्रांक 1280 दिनांक 24-Mar-14 द्वारा  
श्री/श्रीमती/कुमारी MEGHNA पुत्र/पत्नी/पुत्री MANISH KUMAR के नाम एक  
मुक्ता/विस्तों के आधार पर आवंटित किया गया है।

किश्त/किराया पद्धति पर उपरोक्त अंकित फ्लैट का भौतिक कब्जा आवंटी को  
हस्तान्तरित किया जा रहा है। फ्लैट की सीमायें निम्नवत् हैं—

फ्लैट का कुल कारपेट एरिया — 35.00 वर्गमीटर।  
पूरब— फ्लैट सं0-10बी, द्वितीय तल।  
पश्चिम—भूतल पर सड़क।  
उत्तर—फ्लैट सं0-7बी, द्वितीय तल।  
दक्षिण—कॉमन सीढ़ी

उपरोक्त फ्लैट जिसका विवरण उपरोक्तानुसार है, का भौतिक कब्जा आवंटी को  
दिनांक 27/11/16 को हस्तान्तरित किया जा रहा है।

कब्जा दिया गया।

कब्जा प्राप्त किया।

दिनांक 27/11/16 सहित हस्ताक्षर,  
अवर अभि0 का नाम अश्वर अभियन्ता  
अश्वर अभियन्ता

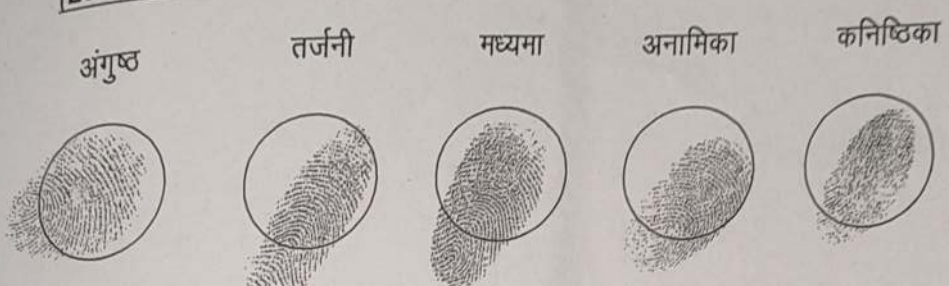
मेधना  
दिनांक सहित हस्ताक्षर,  
आवंटी का नाम मेधना



रजिस्ट्रेशन अधिनियम 1908 की धारा 32-ए के अनुपालन हेतु:-

प्रथमपक्ष विक्रेता का नाम:- श्रीमती मेघना द्वारा मनीष कुमार,

(Left Hand) बाँये हाथ की अंगुलियों के चिन्ह

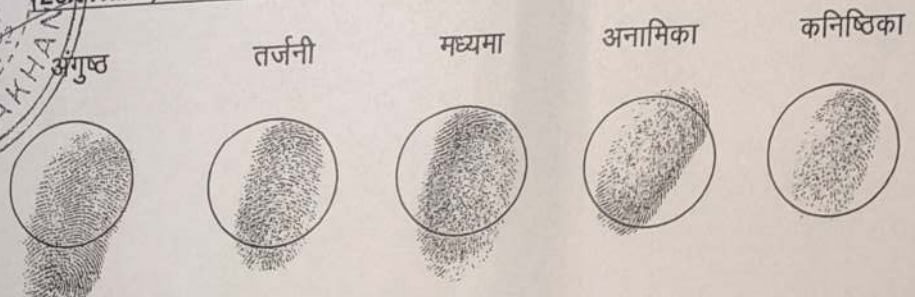


(Right Hand) दाँये हाथ की अंगुलियों के चिन्ह

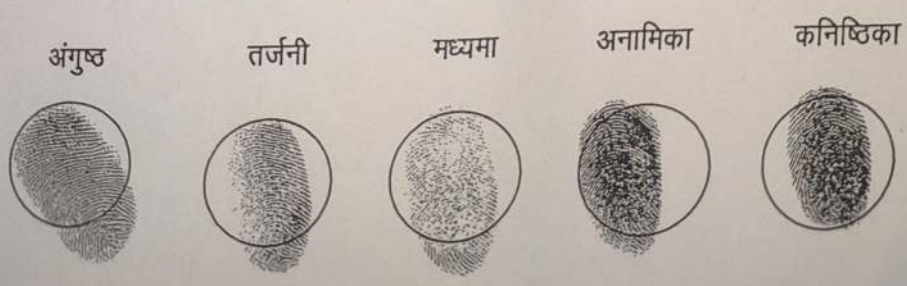


द्वितीयपक्ष केता का नाम:- श्री अंकित सेमवाल ,

(Left Hand) बाँये हाथ की अंगुलियों के चिन्ह



(Right Hand) दाँये हाथ की अंगुलियों के चिन्ह





40

**MANMOHAN MAINI (B.Arch., M.C.A., F.I.V.)**  
Interior Designer Valuer

Member of Council of Architecture, New Delhi.  
Registered Valuer for Immovable property (Income Tax)  
(No. 11/2002-2003.)  
Fellow member of Institution of Valuers Cat. - I.  
Panel Valuer for :- Canara Bank, Punjab National Bank ,  
Central Bank Of India , Union Bank Of India , Axis Bank ,  
Indian Overseas Bank , Indian Bank,

OFFICE: 91 Tagore Villa, Dehra Dun.  
RESIDENCE: 18/2/2 Nemi road , Dehra Dun.  
PHONES: 0135- 2719979 (O)  
MOBILE: 9837224437 / 9412143773  
E-MAIL: mohanmaini@hotmail.com

Dated :- April 06, 2021

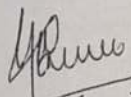
To,  
The Chief Manager,  
Punjab National Bank,  
IRAM  
Dehradun.

Subject :- Valuation fee for valuation done in the name of **Intending Purchaser Sh. Ankit Semwal s/o Sh. Ganesh Chand Semwal** at Property E.W.S Flat no. 9B Second floor, ISBT, Awasiya Yojana Dehradun

Dear Sir,

You are requested to make payment as under & please credit my S/B a/c no. - 4040000100296396

Valuation charges = Rs. 2000.00

  
Ar. Manmohan Maini

(41)

AR. MANMOHAN MAINI ( B.Arch., M.C.A.)  
Architect Interior Designer Valuer

Member of Council of Architecture, New Delhi

Registered Valuer for Immovable property (Income Tax no. 11/2001-2002)

OFFICE: 91 Tagore Villa, Dehra Dun.

RESIDENCE: 18/2/2 Nemi road, Dehra Dun.

PHONES: 0135- 2719979 ( O )

MOBILE : 9837224437 / 9412143773

E-MAIL : [mohanmaini@hotmail.com](mailto:mohanmaini@hotmail.com)

Panel Valuer for :- Canara Bank , Punjab National Bank.,  
Union Bank Of India , Central Bank Of India, Axis Bank,  
Indian Overseas Bank , Indian Bank

### Appendix - I

### FORMAT OF VALUATION REPORT FOR ALL IMMOVABLE PROPERTIES

S.No.	Particulars	Content
<b>I.</b>	<b>Introduction</b>	
1.	Name of Valuer	Ar. Manmohan Maini
2.	Date of inspection	April 06, 2021
3.	Date of Valuation	April 06, 2021
4.	Purpose of Valuation	To assess the present day fair market value of the property for Bank purpose only.
5.	Name of Property Owner/s (Details of share of each owner in case of joint & Co-ownership)	Smt. Meghna w/o Sh. Manish Kumar r/o New Jatav Basti Rishikesh, Distt Dehradun through its representative Sh. Manish Kumar s/o Late Sh. Rajeshwar Jatav r/o New Jatav Basti, Rishikesh, Distt Dehradun ( <b>Intending Purchaser</b> Sh. Ankit Semwal s/o Sh. Ganesh Chand Semwal r/o Vanasthalipuram, Miyanwala Chowk near Saint Kabir Academy, Distt Dehradun As per unregistered agreement dt. 31/12/2020
6.	Name of Bank/FI as applicable	Punjab National Bank, IRAM, Dehradun
7.	Name of Developer of the Property ( in case of developer built properties )	N.A.
8.	Whether occupied by the owner / tenant? If occupied by tenant, since how long?	Tenanted to Sh. Vijay Kumar Rent received Rs. 6500.00 per month
<b>II.</b>	<b>Physical Characteristics of the Asset</b>	
1.	Location of the property in the city	The said property is situated near ISBT, EWS Flats, MDDA Colony, Dehradun Flat no. 9 -B
	Plot No./ Survey No.	N.A.
	Door No.	N.A.
	T.S. No./Village	N.A.
	Ward / Taluka	N.A.
	Mandal / District	Dehradun
2.	Municipal Ward No.	N.A.
3.	City/ Town	Dehradun
	Residential Area/Commercial Area/Industrial Area	Residential area

*Ar. Manmohan Maini*  




4.	Classification of the Area	Middle class														
	High / Middle / Poor Metro / Urban / Semi Urban / Rural															
5.	Coming under Corporation limit/ Village Panchayat / Municipality	Nagar Nigam														
6.	Postal address of the property	Property E.W.S Flat no. 9B Second floor, ISBT, Awasiya Yojana Dehradun														
7.	Latitude, Longitude and Coordinates of the site	30.28879 , 78.01706														
8.	Area of the plot/land ( supported by a plan )	Carpet area of flat is 35.00 sq.mts or <u>376.74 sq.ft</u> s														
9.	Layout plan of the area in which the property is located	As per Sajra														
10.	Development of surrounding areas	Fully developed														
11.	Details of Roads abutting the property	Metal led 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														
14.	Boundaries of the property	<table><tr><th>A</th><th>B</th></tr><tr><td>As per deed</td><td>As per Actual</td></tr><tr><td>Flat no. 7 B Second floor</td><td>Same</td></tr><tr><td>Common staircase</td><td>Common staircase &amp; passage</td></tr><tr><td>Flat no. 10 B Second floor</td><td>Same</td></tr><tr><td>Road at G.F.</td><td>Same</td></tr><tr><td>Carpet area of flat is 35.00 sq.mts or <u>376.74 sq.ft</u>s</td><td></td></tr></table>	A	B	As per deed	As per Actual	Flat no. 7 B Second floor	Same	Common staircase	Common staircase & passage	Flat no. 10 B Second floor	Same	Road at G.F.	Same	Carpet area of flat is 35.00 sq.mts or <u>376.74 sq.ft</u> s	
A	B															
As per deed	As per Actual															
Flat no. 7 B Second floor	Same															
Common staircase	Common staircase & passage															
Flat no. 10 B Second floor	Same															
Road at G.F.	Same															
Carpet area of flat is 35.00 sq.mts or <u>376.74 sq.ft</u> s																
	North South East West															
	Extent of site considered for valuation ( least of 14 A & 14 B )															
15.	Description of Adjoining properties North South East West	Flat no. 7 B Second floor Common staircase & passage Flat no. 10 B Second floor Road at G.F.														
16.	Survey no. if any	As above														
17.	Type of building ( Residential / Commercial / Industrial )	Residential														
18.	Details of the building/buildings and other improvements in terms of area, height, no. of floors, plinth area floor wise, year of construction, year of making alterations/additional constructions with details, full details of specifications to be appended along with building plans and elevations	"As per Annexure A "														
19.	Plinth area, Carpet area and Saleable area to be mentioned separately and clarified	"As per Annexure A "														



(43)

20.	Any other aspect.	No
III.	<b>Town Planning Parameters</b>	
1.	Master plan provisions related to the property in terms of land use	Residential
2.	Date of issue & validity of Layout of approved map / Plan	Flats has been built and sold by MDDA Dehradun. Hence approved map not required
3.	Approved map/ plan issuing authority	MDDA Dehradun
4.	Whether genuineness or authenticity of approved map / plan verified	Flats has been built and sold by MDDA Dehradun. Hence approved map not required
5.	Any other comments by our empanelled valuers on authentic of approved plan	Flats has been built and sold by MDDA Dehradun. Hence approved map not required
6.	Planning area/zone	MDDA Dehradun
7.	Development controls	MDDA Dehradun
8.	Zoning regulations	MDDA Dehradun
9.	FAR/FSI permitted and consumed	N.A.
10.	Ground coverage	N.A.
11.	Transferability of development rights if any, Building bye-law provisions as applicable to the property viz. setbacks, height restrictions, etc.	May confirm from Bank's Panel Lawyer.




44

12.	Comment on surrounding land uses and adjoining properties in terms of usage.	Residential
13.	Comment on unauthorized constructions if any	No
14.	Comment on demolition proceedings if any	Owners to be asked.
15.	Comment on compounding/ regularization proceedings	Owners to be asked.
16.	Comment on whether OC has been issued or not	N.A.
17.	Any other aspect	No
IV.	<b>Legal Aspects</b>	
1.	Ownership documents,	Photocopy of Freehold deed no. 955 dt. 16/2/2021 Photocopy of Possession letter by MDDA Dehradun dt. 27/4/2016
2.	Names of Owner/s (In case of Joint or Co-ownership, whether the shares are undivided or not?)	Smt. Meghna w/o Sh. Manish Kumar r/o New Jatav Basti Rishikesh, Distt Dehradun through its representative Sh. Manish Kumar s/o Late Sh. Rajeshwar Jatav r/o New Jatav Basti, Rishikesh, Distt Dehradun ( <b>Intending Purchaser</b> Sh. Ankit Semwal s/o Sh. Ganesh Chand Semwal r/o Vanasthalipuram, Miyanwala Chowk near Saint Kabir Academy, Distt Dehradun
3.	Comment on dispute/issues landlord with tenant/statutory body/any other agencies, if any in regard to immovable property.	Owners to be asked
4.	Comment on whether the IP is independently accessible?	Yes
5.	Title verification,	To be obtained from Bank's Panel Lawyer

*Manish*

REGISTERED IMMOVABLE PROPERTY  
No. 11/2003-2004  
CAT-1

45

	Details of leases if any,	No
7.	Ordinary status of freehold or leasehold including restriction on transfer,	Freehold
8.	Agreements of easements if any,	Available
9.	Notification for acquisition if any,	To be obtained from Bank's Panel Lawyer
10.	Notification for road widening if any,	As per approved map
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)	To be obtained from the Owner by the Bank.
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.	To be obtained from the Owner by the Bank.
14.	Comment on transferability of the property ownership,	Bank's Panel Lawyer to be asked
15.	Comment on existing mortgages/ charges/encumbrances on the property if any	Bank's Panel Lawyer to be asked
16.	Comment on whether the owners of the property have issued any guarantee (personal/corporate) as the case may be	No information, Bank to enquire.
17.	Building plan sanction, illegal constructions if any done without plan sanction/violations.	Not seen
18.	Any other aspect	N.A.
<b>V</b>	<b>Economic aspects</b>	
1.	Details of ground rent payable,	N.A.
2.	Details of monthly rents being received if any,	Rs. 6500.00 per month
3.	Taxes and other outgoings,	N.A.
4.	Property insurance,	No Information provided by the Owners/Bank
5.	Monthly maintenance charges,	No information Owners to be asked.





(47)

	Analysis of the market for the property in terms of	
	1. Location attributes	Average
	2. Scarcity	N.A.
	3. Demand and supply of the kind of subject property.	Average
	4. Comparable sale prices in the locality.	N.A.
<b>X</b>	<b>Engineering and Technology Aspects</b>	
1.	Type of construction,	Load bearing structure
2.	Materials and technology used,	Average
3.	Specifications,	As per annexure "A"
4.	Maintenance issues	As per routine
5.	Age of the building	5 years & balance life about 55 years with proper maintenance from time to time under normal conditions
6.	Total life of the building,	60 years
7.	Extent of deterioration,	Not seen
8.	Structural safety	Structural Engineer to verify.
9.	Protection against natural disasters viz. earthquakes,	Structural Engineer to verify.
10.	Visible damage in the building if any,	Not seen
11.	Common facilities viz. lift, water pump, lights, security systems, etc.,	Not available
12.	System of air-conditioning,	Not available
13.	Provision for fire fighting, Copies of plans and elevations of the building to be included.	Not there
<b>XI</b>	<b>Environmental Factors</b>	
1.	Use of environment friendly building materials, Green building techniques if any,	Not seen
2.	Provision for rain water harvesting,	Not there
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.	Use of solar heating system & lighting not seen
<b>XII</b>	<b>Architectural and aesthetic quality</b>	
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.	Average looking
<b>XIII</b>	In case of valuation of industrial property	N.A.
	1). Proximity to residential areas	N.A.
	2). Availability of public transport facilities	N.A.
<b>XIV</b>	<b>Valuation</b>	





48

Here, the procedure adopted for arriving at the valuation has to be highlighted.

As per Annexure "A"

The valuer should consider all the three generic approaches of property valuation and state explicitly the reasons for adoption of / rejection of a particular approach and the basis on which the final valuation judgments is arrived at. A detailed analysis and descriptive account of the approaches, 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.

As a result of my appraisal & analysis, it is my considered opinion that the present market value of the above property in prevailing condition with aforesaid specifications is Rs. 18,00,000.00 ( rupees eighteen lakhs only). 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 & same use as the land being valued ). The other details are as under:

- i). Date of purchase of immovable property = Sale deed no. 955 dt. 16/2/2021
- ii). Purchase price of immovable property = Rs. 8,15,532.00



## ANNEXURE "A"

44

### Evaluation of Land & Building :-

The Flat under evaluation is near ISBT, E.W.S Flats, MDDA Colony, Dehradun. The construction is of 2015 app. There is electricity & water connection in Flat. The market survey shows that for such a located Flat in the area the prevailing market rate ( composite rate ) is between Rs. 4700.00 to Rs. 4900.00 per sqft. thus an average rate of Rs. 4800.00 per sqft. has been adopted , hence value is :-

**Value of prop. :-**  
 $376.74 \times \text{Rs. } 4800.00$   
**SAY**

= Rs. 18,08,352.00  
 = **Rs.18,00,000.00**

### The general specification's used in the prop. are :-

- Construction type :- It is a Load bearing structure .
- Walls :- Brick walls with an average finished plastered .
- Doors & windows :- Doors & windows are of seasoned wood
- Flooring :- C.C. flooring.
- Roofing :- RCC roofing
- Services :- Concealed type of wiring.
- General :- Floor ht. is about 3.00 mt. app.

The present day fair market value of the property = Rs. 18,00,000.00  
 Realizable value of the property = Rs. 15,30,000.00  
 Distress / foresale value = Rs. 13,50,000.00

In my opinion the present day fair market value of the property is Rs. 18,00,000.00 ( rupees eighteen lakhs only).

The circle rate fixed by the Sub -registrar Office in the area for flat is Rs. 28000.00 per sq.mts ( Pg. no. 34, s.no. 3C (12) )  
 5% for flat on road width 5 to 12 mts wide road. i.e. 29400.00. w.e.f. January 13, 2020.

**Circle rate value :-**  
 $35.00 \text{ sq.mts} \times \text{Rs. } 29400.00$

= Rs. 10,29,000.00

Place : Dehradun  
 Date : April 06, 2021

  
 Signature  
 ( Name & Official seal of the approved valuer )  




56

## APPENDIX IV

### DECLARATION FROM VALUERS

I hereby declare that-

- a. The information furnished in my valuation report dated April 06, 2021 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 April 06, 2021. 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 III- 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.



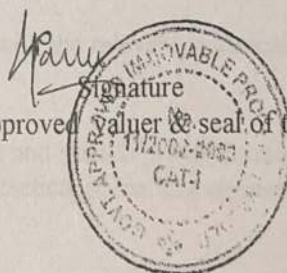
(51)

Sl No.	Particulars	Valuer comment
1	background information of the asset being valued;	Bank loan only
2	purpose of valuation and appointing authority	Bank loan only
3	identity of the valuer and any other experts involved in the valuation;	Ar. Manmohan Maini
4	disclosure of valuer interest or conflict, if any;	N.A.
5	date of appointment, valuation date and date of report;	April 06, 2021, April 06, 2021
6	inspections and/or investigations undertaken;	Personal visit at site by Er. Amit Joshi in the presence of Sh. Ankit Semwal Purchaser mob no - 7454041749
7	nature and sources of the information used or relied upon;	Market
8	procedures adopted in carrying out the valuation and valuation standards followed;	Sale comparison
9	restrictions on use of the report, if any;	Bank purpose only
10	major factors that were taken into account during the valuation;	Identification of property , Age etc.
11	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.	N.A.

Date :- April 06, 2021

Place :- Dehradun

( Name of the approved Valuer &amp; seal of the Firm &amp; Company )





52

## APPENDIX VI

### 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 endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

#### **Professional Competence and Due Care**

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time
8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines and techniques.
9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
10. A valuer shall not carry out any instruction of the client insofar as they are incompatible with the requirements of integrity, objectivity and independence.
11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

#### **Independence and Disclosure of Interest**

12. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are



(53)

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 a 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 authorised by the authority, the registered valuers organisation 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 organisation 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



(54)

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.

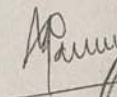
#### **Remuneration and Costs.**

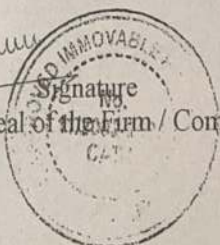
27. A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
28. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service.

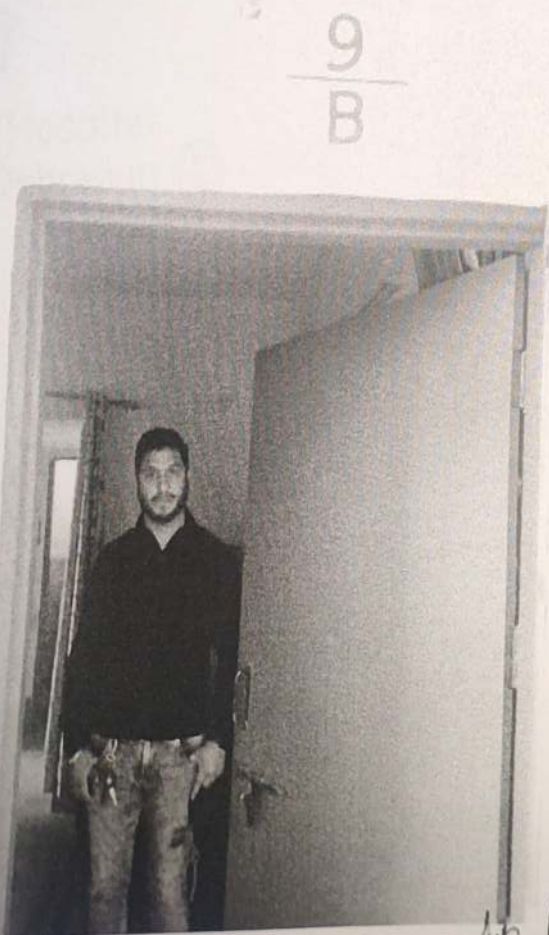
#### **Occupation, employability and restrictions.**

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 organisation discredits the profession.

Date: April 06, 2021  
Place: Dehradun

  
(Name of the Approved Valuer and Seal of the Firm / Company)







**RAJESH GARG**  
ADVOCATE

Office : 126, Ram Vihar Colony  
(Near O.N.G.C. Hospital  
Chakrata Road, Dehradun  
Mob.9837258577

Chamber : 103, Jail Road  
Civil Court Compound Dehradun,  
E-mail : rajeshgargadvocate@gmail.com

Date : 12-04-2021

**The Branch Head  
Punjab National Bank  
BO : IRAM  
Dehradun**

**SUB:-** Title verification of the land/property owned by Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun

It is certified that on careful inspection of the available index registers, as indexed upto the date in the office of Sub-Registrar Dehradun, for the last 13 years commencing from 2008 till the date, no recorded encumbrance has been found in respect of the property mentioned here-in-below,

**DESCRIPTION OF THE PROPERTY**

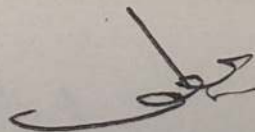
All that Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun bounded and butted as under:-

East -	Flat No. 10-B EWS, Second Floor
West -	Road on Ground Floor
North -	Flat No. 7-B EWS, Second Floor
South -	Common Stair Case

**Name & Address of the present owner and mortgagor :**

**Owner :-** Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun

**Mortgagor:-** Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal R/o Vanasthalipuram, Miyawala Chowk, Near St. Kabir Academy, Dehradun.



60

### Title Verification

Sir,  
From the perusal of the documents, provided by the applicant, It appears that Mussoorie Dehradun Development Authority, Dehradun had acquired certain land at ISBT, Dehradun and developed and constructed various Flats known as ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun.

Mussoorie Dehradun Development Authority Dehradun allotted one of its Flat bearing No. 9-B, EWS measuring 35 Sq.Mtr., situated on Second Floor to one Smt. Meghna D/o Sh. Mukesh vide its allotment letter No. 1280 / सम्पत्ति आई.एस.बी.टी. आवासीय योजना ई. डब्लू.एस. प्लॉट - 2014 dated 24-03-2014 and the possession of the same was handed over to said Smt. Meghna D/o Sh. Mukesh on 27-04-2016 vide Possession Certificate dated 27-04-2016

Mussoorie Dehradun Development Authority, Transport Nagar, Dehradun through its authorized representative Shri Bharat Singh Negi transferred the ownership rights of the aforesaid Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun in favour of Smt. Meghna D/o Sh. Mukesh R/o New Jatav Basti, Rishikesh, Dehradun vide Free Hold Deed dated 16-02-2021, duly registered in the office of Sub-Registrar - II, Dehradun in book No. 01, Vol. 7248, Pages 121 to 150 as doc no. 955 on 16-02-2021.

Said Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun has agreed to sell her aforesaid Flat to the present applicant Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal for a total sale consideration of Rs. 18,50,000/-

On the basis of the above mentioned documents, the title of said Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun regarding the aforesaid property is clear and the chain of documents is complete.

### REGARDING ENCUMBRANCE :-

I have personally and carefully inspected the legible index registers as indexed upto the date in the office of the Sub-Registrar Dehradun. On inspection of these registers as indexed upto the date, no recorded encumbrance has been found in respect of the above piece of property.

### I hereby confirm and certify that :-

1. I have searched the relevant available records with regards to the immovable land/property which is intended to be mortgaged in the office of the Sub-Registrar Dehradun and I further verify the marketable title of the present owner on the basis of inspection of records.





2. I have searched the relevant records and on the basis of such search, the mortgagor has clear, legal and marketable title of the said immovable land/property

CONCLUSION AND OPINION:-

Thus on the basis of all the documents referred to hereinabove and further on the basis of information derived from inspection of the available and legible index registers as indexed upto the date, the property to be owned by him is free from all sorts of recorded encumbrances and the title regarding the above property is perfectly clear and marketable and in my opinion, the same may be accepted by Punjab National Bank as security by way of equitable mortgage to secure the loan and it will be a good security for the bank after execution of the sale deed in favor of the applicant and the said property can be proceeded under the provisions of SARFAESI Act.

Enclosures : as above

Yours Sincerely

(Rajesh Garg)

Advocate

RAJESH GARG  
Advocate  
Chamber No.103, Jail Road  
Court Compound, Dehradun  
Mob.9637258577

62

**ANNEXURE - IV**  
**SPECIAL REPORT ON TITLE**

**Reg :-** All that Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun bounded and butted as under:-

East - Flat No. 10-B EWS, Second Floor  
West - Road on Ground Floor  
North - Flat No. 7-B EWS, Second Floor  
South - Common Stair Case

**Belonging to :** Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun

ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
<b>(A). PARTICULARS :-</b>	
1. Name of the Borrower with Address:	Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal R/o Vanasthalipuram, Miyawala Chowk, Near St. Kabir Academy, Dehradun.
2. Name of the person offering Mortgage with parentage/constitution and address:	Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal R/o Vanasthalipuram, Miyawala Chowk, Near St. Kabir Academy, Dehradun
3. Details of the property to be mortgaged :As per title deed	All that Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun bounded and butted as under:- East -Flat No. 10-B EWS, Second Floor West -Road on Ground Floor North -Flat No. 7-B EWS, Second Floor South -Common Stair Case
4.As per present Position	Same
<b><u>B. INVESTIGATIONS</u></b>	
1.Details of the title deeds/documents (including Link Deeds/Parent deeds) to be deposited for creation of the of the mortgage (with full particulars regarding nature of document, date of execution and	(1). Certified Copy of Free Hold Deed dated 16-02-2021 executed by Mussoorie Dehradun Development Authority, Transport Nagar, Dehradun through its authorized representative Shri Bharat Singh Negi in favour of Smt.



details of registration)	Meghna D/o Sh. Mukesh R/o New Jatav Basti, Rishikesh, Dehradun, duly registered in the office of Sub-Registrar – II, Dehradun in book No. 01, Vol. 7248, Pages 121 to 150 as doc no. 955 on 16-02-2021.
	(2). Copy of Agreement to Sell dated 08-04-2021 executed by Smt. Meghna W/o Sh. Manish Kumar in favour of Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal R/o Vanasthalipuram, Miyawala Chowk, Near St. Kabir Academy, Dehradun.
	(3) Copy of Allotment Letter dated 24-03-2014.
	(4) Copy of Possession Certificate dated 27-04-2016.
2. Whether certified copies have been obtained from the Registrar's office	Yes certified copy of Sale deeds have been obtained from the Registrar's office
3. Whether the documents in hand are compared with the certified copies and whether the documents given raise any Doubt or suspicion?	Yes the document in hand is compared with the certified copy and the document does not give raise to any Doubt or suspicion.
4. Whether the registration particulars number & date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office?	Yes the registration particulars number & date and page particulars as given in the title deed shown to me tally with the particulars as stated in the records of the registrar's office.
5. Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified obtained from the registrar's office?	Yes
6. Whether the photographs of parties as affixed in conveyance deed/ photograph seen in the certified copy as obtained from the registrar's office?	Yes

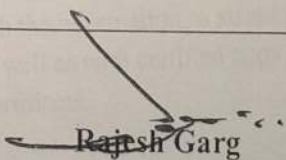
7. Whether contents as given in the title tally verbatim with the contents as stated in the certified copy obtained from the registrar's office? What is its effect?	Yes the contents as given in the title deed tally verbatim with the contents as stated in the certified copy obtained from the registrar's office .
8. Whether the property has been mutated in the name of the person offering the mortgage?	N.A.
9. Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?	Yes equitable mortgage can be created at the place where the branch disbursing the loan is situated.
10. Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (In some States, there are legal restrictions on creation of the mortgage of agricultural property for non agricultural purposes).	No there is no such bar under any local law for creation of the mortgage of the property to be mortgaged.
11. Whether there are any restrictions regarding sale of the property to be mortgaged?(In some States, there are restrictions for sale of property to residents outside the State).	No the property is situated within the limits of Municipal Corporation Dehradun. Hence No restriction Under Local Laws.
12. Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained?	No approvals, clearance/sanctions is required for creation of the mortgage.
13. Whether the property is ancestral/ownership or the minor is having interest in the property? If so, its effect thereof.	No, the property is individual/personal property of the mortgagor.
14. Whether the property to be Mortgaged has been acquired under Land Acquisition Act 1894?	No, the property to be Mortgaged has not been acquired under Land Acquisition Act 1894.
15. Whether Urban Land Ceiling Act is applicable in the State where the Property is located?	No, Urban Land Ceiling Act is not applicable in the State of Uttarakhand.



65

16. In case of leasehold property, whether permission/ NOC from the lessor is required for creation of mortgage? Whether permission of the lessor / NOC is obtained?	Not Applicable
17. What is the rate of sharing of unearned income with lessor in the event of sale of the property?	Not Applicable
18. Whether copy of title deed favouring lessor (other than Govt.) is made available to examine the validity of the lease?	Not Applicable
19. Whether terms & conditions given in the lease deed have been complied with? If any condition is violated, effect thereof.	Not Applicable
20. Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department?	Not related to me
21. In respect of agriculture land, whether land is declared surplus or under consolidation of holdings?	No the land is not declared surplus and not under consolidation of holdings.
22. Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding toward the mortgagor?	Copy enclosed.
23. Whether the mortgaged property is enforceable under SARFAESI Act-2002.	Yes

Date : 12-04-2021  
Place : Dehradun

  
Rajesh Garg  
Advocate

RAJESH GARG  
Advocate  
Chamber No.103, Jail Road  
Court Compound, Dehradun  
Mob.9837258577

**RAJESH GARG**  
**ADVOCATE**

Office : 126, Ram Vihar Colony  
Near O.N.G.C. Hospital  
Chakrata Road, Dehradun  
Mob. 9837258577  
Chamber : 103, Jail Road,  
Civil Court Compound, Dehradun  
E-mail : [rajeshgargadvocate@gmail.com](mailto:rajeshgargadvocate@gmail.com)

DATE:- 12/04/2021

**ANNEXURE - V**  
**CERTIFICATE**

**ENTRY SERIAL NO. 85 /REGISTER NO 1 OF YEAR 2021**

**The Branch Head.**  
**Punjab National Bank**  
**BO : I RAM, Dehradun**

**Opinion on investigation of title and obtaining of search report in respect of -**

All that Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun bounded and butted as under:-

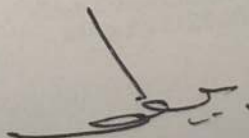
East -	Flat No. 10-B EWS, Second Floor
West -	Road on Ground Floor
North -	Flat No. 7-B EWS, Second Floor
South -	Common Stair Case

**Belonging to : Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, 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.





(67)

Further certify that the photograph of previous owner affixed /seen in the Original 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 record of the office of Sub-Registrar/Registrar of assurances and also from the records of other appropriate authorities.

1. Certified Copy of Free Hold Deed dated 16-02-2021 (Doc No. 955)

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 THE RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY for circulation amongst Banks/ Financial Institution. However it is made clear that my report is based on the searches made before the Sub-Registrar Office. I have not physically verified the property at site which may be demarcated and verified only by the Revenue Authorities.

The search report of which is annexed hereto, conducted by me, for the period of 12-04-2008 to 12-04-2021 at the Sub-Registrar / office does not disclose any encumbrance.

I have not given opinion earlier on investigation of title relating to the same property.

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

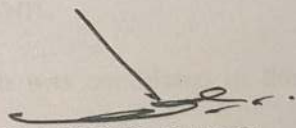
I hereby certify Smt. Meghna W/o Sh. Manish Kumar has a clear, valid and marketable title over the above said property.

The valid mortgage can be created by deposit of the following original title deeds  
The said title deeds are Original and genuine and are not duplicate or fake as observed by me—

(Give hereunder details of title deeds which are required to be deposited to create equitable mortgage)

1. ORIGINAL Free Hold Deed dated 16-02-2021 (Doc No. 955)
2. ORIGINAL Sale Deed to be executed in favour of applicant.
3. Allotment Letter.
4. Possession Certificate.

- Encl : 1. Special Report  
2. Chain of Title  
3. Certified Copy of Title Deed and link deeds.  
4. Search Report

  
**RAJESH GARG**  
(ADVOCATE)  
RAJESH GARG  
Advocate  
Chamber No.103, Jail Road  
Court Compound, Dehradun  
Mob.9837258577

(18)

Annexure V-B  
SEARCH REPORT

Account :- Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal

BO:-I RAM  
Dehradun.

Search report relates to searches made in :

- |    |                         |    |                            |
|----|-------------------------|----|----------------------------|
| a) | Sub Registrar Office.   | :- | Sub Registrar Dehradun     |
| b) | Registrar of Companies. | :- | N.A.                       |
| c) | Courts.                 | :- | No                         |
| d) | Other offices           | :- | Revenue Authority Dehradun |

- |    |                                     |   |      |
|----|-------------------------------------|---|------|
| a) | Office of the Co-operative Society. | : | N.A. |
| b) | Development Authority.              | : | N.A. |
|    | (DDA/HUDA/and the like)             |   |      |

- e) Any other documents
- (i) Receipt for payment of Municipal Taxes etc.:- N.A.

1. Sub Registrar /Registrar of Assurance Office.

There is no system of issue of encumbrance certificate to private parties in the office of Sub registrar Dehradun.  
(If there is no system of issue of encumbrance certificate in the office of Sub registrar, it be stated accordingly)

2. Personal search was carried out by me for the purpose. Inspection was made on 12/04/2021 for the period from 12-04-2008 to 12-04-2021 at the sub registrar / office Dehradun.

The search report disclosed the followings encumbrances:-NIL

3. The Ownership of the property being of a company, search was conducted in the following offices of the registrar of companies: - N.A.

The search made out in the office of Registrar of Companies disclosed:-

ROC	INFORMATION
N.A.	N.A.



(69)

**Inspection of Court records disclosed :-**

(This may detail Suit pending, Decrees, Attachment before Judgment Injunction, Appointment of Receiver, Appointment of Liquidator

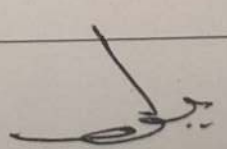
Name of Court	Date of Order	Nature of Order
No litigation is pending regarding the property to be mortgaged as per affidavit of the mortgager.		

**5. Searches made / Inspections carried out in the following offices disclosed :**

Office	Date of search/Inspection	Information
Sub Registrar Dehradun	12-04-2021	No recorded encumbrances has been found.

**6. A study of the following documents disclosed :**

Details of documents perused	
(1). Copy of Allotment Letter dated 24-03-2014 and (2) Copy of Possession Certificate dated 27-04-2016.	<p>From the perusal of the documents, provided by the applicant, It appears that Mussoorie Dehradun Development Authority, Dehradun had acquired certain land at ISBT, Dehradun and developed and constructed various Flats known as ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun.</p> <p>Mussoorie Dehradun Development Authority Dehradun allotted one of its Flat bearing No. 9-B, EWS measuring 35 Sq.Mtr., situated on Second Floor to one Smt. Meghna D/o Sh. Mukesh vide its allotment letter No. 1280 / सम्पत्ति आई.एस. बी.टी. आवासीय योजना ई.डब्ल्यू.एस. प्लॉट - 2014 dated 24-03-2014 and the possession of the same was handed over to said Smt. Meghna D/o Sh. Mukesh on 27-04-2016 vide Possession Certificate dated 27-04-2016</p>



(3) Certified Copy of Free Hold Deed dated 16-02-2021, duly registered in the office of Sub-Registrar – II, Dehradun in book No. 01, Vol. 7248, Pages 121 to 150 as doc no. 955 on 16-02-2021

Mussoorie Dehradun Development Authority, Transport Nagar, Dehradun through its authorized representative Shri Bharat Singh Negi transferred the ownership rights of the aforesaid Flat bearing No. 9-B, E.W.S., situated on Second Floor, having total carpet area 35 Sq.Mtr., situated at ISBT Aawasiya Yojna, Haridwar By-Pass Road, Dehradun in favour of Smt. Meghna D/o Sh. Mukesh R/o New Jatav Basti, Rishikesh, Dehradun vide Free Hold Deed dated 16-02-2021, duly registered in the office of Sub-Registrar – II, Dehradun in book No. 01, Vol. 7248, Pages 121 to 150 as doc no. 955 on 16-02-2021.

(4). Copy of Agreement to Sell

Said Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun has agreed to sell her aforesaid Flat to the present applicant Sh. Ankit Semwal S/o Sh. Ganesh Chandra Semwal for a total sale consideration of Rs. 18,50,000/-

On the basis of the above mentioned documents, the title of said Smt. Meghna W/o Sh. Manish Kumar and D/o Shri Mukesh R/o New Jatav Basti, Rishikesh, Distt. Dehradun regarding the aforesaid property is clear and the chain of documents is complete.

  
**Rajesh Garg**  
(ADVOCATE)  
RAJESH GARG  
Advocate  
Chamber No.103, Jail Road  
Coun Compound, Dehradun  
Mob.9837258577