

विक्रय-पत्र

फोटो प्रमाणितकर्ता:-

रविन्द्र कुमार शर्मा एडवोकेट

१. विक्रय-पत्र

२. जरे बदल
मुबल्लग= 13,44,000/- रुपये ।

३. सरकारी रेट से कानूनी मालियत
मुबल्लग= 13,44,000/- रुपये ।

४. स्टाम्प शुल्क
मुबल्लग= 1,34,500/- रुपये ।

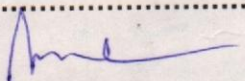
५. आवास विकास शुल्क
के अन्दर है ।

6- रकबा मुबईया 1680 वर्गज यानि 1404.68 वर्गमीटर ।

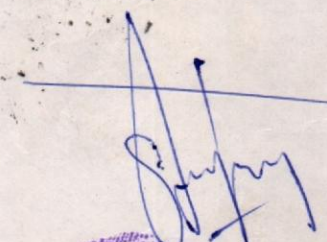
7- जायदाद मुबईया वाके ग्राम ईस्माईल्पुर परगना व तहसील व जिला सहारनपुर सहक पूछता से पोछे को और स्थित है जिसका सरकारी निर्धारित रेट 600/- रुपये प्रति वर्गमीटर है ।

8- आराजी निम्नलिखित आवासीय रिक्त प्लॉट है जिसपर कोई निर्माण नहीं है और -
आवास हेतु विप्रेष किया गया है ।

हो


J. S. S. S.


Raviendra Kumar Sharma


Raviendra Kumar Sharma

रप-उकरणी

1344000

1344000

नामा नं. 5000 मातियत 5000 श. लं. 900

नि. शु. लं. 5000 प्र. शु. लं. 10 फल शु. लं. 5000
श्री/श्रीमती हरीश कुमार
पुत्र/पति श्री आई. दि. ला. श्री लाफर नवाज राष्ट्र
पेशा व्यापार हितासा

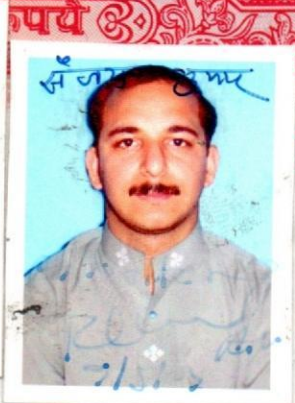
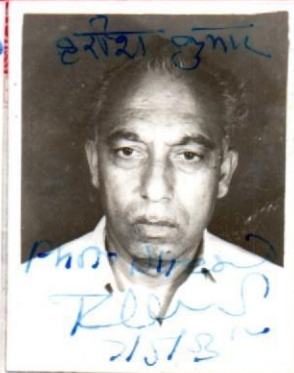
कोता, ने यह लेखपत्र कायम उप-निबन्धक, प्र. व. द्वि. तृ. 07/5/03
सहारनपुर में आज दिनांक को समय मध्य 4 व. 5 बजे
निम्नलिखित विक्रेत के साथ निबन्धन हेतु प्रस्तुत किया संजय कुमार

और इस लेखपत्र का निष्पादन सुन व समझकर स्वीकार पु. श्री हरीश
किया। उप-निबन्धक, प्रथम/द्वितीय/तृतीय
सहारनपुर कुमार नि. उपरीष्टगार

हरीश कुमार

7/5/03





02DD 584393

12/

मैं कि श्री जीवन प्रकाश बंसल पुत्र स्वर्गीय श्री विलायती राम निवासी

कस्बा नाभा जिला पटियाला ॥ पंजाब ॥ का हूँ ।

जो कि जायदाद मुम्तसला जैल ममलूका मकबूजा मुन्न मुकिर के है जो हर तरह से पाक व साफ है उसके उपर कोई बारे करजासरकारी या गैर सरकारी- नही है नौज हर किसम के इंतकालात व महायदे जात से मुक्त है नौज जायदाद जैल की बाबत कोई वाद किसी किसम का किसी अदालत मे विवाराधोननही है और न ही जायदाद जैल किसी डिग्री या जमानत के तहत पाबन्द है ग रजे कि जायदाद

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हरेश कुमार

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વિતાપતી શામ
 નિ. કસ્વા બાળા
 લીવન પુનાશ પંજાવ. જી
 દિત્ત પટિપાલા પંજાવ

बैकल स्वयंरा/स्वतन्त्री किरम जमीन प्रस्तुत

करते हुए इसमें लिखित विक्रय धनराशि

क्र. 1344000/ — कुमर अ. लाखा/२०

प्राप्त करके इस लेखपत्र का निष्पादन

१ समाजकार लेखानुसार स्वीकार किया ।






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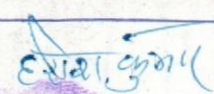
:3:

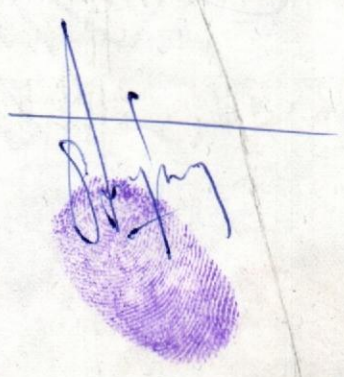
जेल हरतरह से पाक व साफ है जिसके पाक व साफ होने का मैं मुक्ति पूर्ण रूप से जिम्मेदार हूँ और मुझ मुक्ति को जायदाद जेल की बाबत जुमला अख्तियारात इंतकालात वगैरा हर किसिम के हासिल है अतः मैं अपनी इच्छानुसार प्रसन्नता पूर्वक स्वस्थ दशा में बिना किसी जबर या दबाव या बहकाव के जायदाद - मुस्तसला जेल बिल एवज मुबलिंग 13,44,000/- तेहर लाख च्यालिस हजार रुपये कि आधे जिसके मुबलिंग 6,72,000/- उः लाख बहात्तर हजार रुपये होते हैं

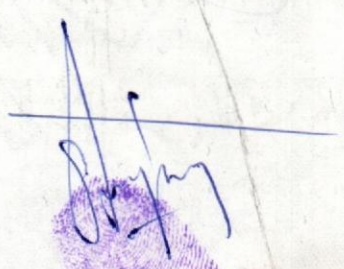



J. M. Jaiswal




J. M. Jaiswal




J. M. Jaiswal

अनुपात संख्या ७० ७ अनुपात का 120,000/-
दिनांक 24/4/03 का है

Am
सहायक निदेशक
प्रशासनिक विभाग

उक्त की पहचान श्री अपशि पात्र श्री श्री राजेश कुमार
पिता लापार निवासी श्री शारदा नगर
एवं श्री रविन्द्र कुमार श्री श्री शारदा निवासी
कोई रुप रेशा ने की है।

उप-निबन्धक, प्रथम/द्वितीय/तृतीय
सहायक निदेशक

07/5/03

रेशा


अपशि


अपशि


Rup



हस्ताक्षर: भद्र साक्षी गणों के अंगुष्ठ चिह्न
दिये अनुसार लिखे गये हैं। II जोड़ दिये गये हैं।

07/5/03



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बदस्त श्री हरीश कुमार पुत्र श्री साईदित्ता व संजय कुमार पुत्र श्री हरीश


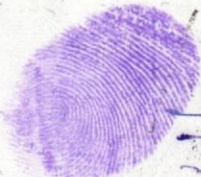

कुमार निवासोगण जापूर नवाज सहारनपुर के बैप कर्तई व पशोद्ध का मिल कर

दो और कब्जा व दखाल मुझ मुक्तिर ने अपना हर किसम का जायदाद जैल से

उठाकर उपर उसके कब्जा व दखाल खारीदारान मजकूरान का बखाबी और वाकई

तौर सेकम दिया है अब मेरा व कायम मुकामान व वारसान मेरे का कोई वास्ता

या ताल्लुक किसी किसम का जायदाद जैल से बाकी नहीं रहा और न आयन्दा

हरीश कुमार




24/4/03 7 120,000/-

July





-5-

कछे छारीदारान मजकूरान से निकल ज विं या उसके जरे समन मजकूरा बाला मे -

Three

Tuesday, 21/1/2011

7
24/4/03
120,000/-
शुद्ध
अंश





01CC 428832




-6-

कोई हरज या छालत किसी किसम का आयद होवें तो उस सूरत में खारीदारान

मजकूरान को मजाज होगा कि जरे सफा मजकूरा बाला मय सूद जाब्ता मय -

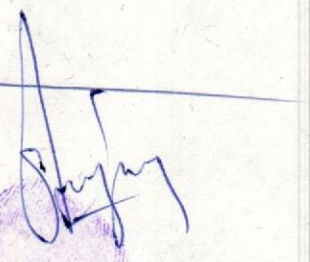
हरजा व खारचा मेरो जायदाद मनकूला व गैर मनकूला हाल व पैदा करदा -




J. K. Dhillon


हरीश कुमार




J. K. Dhillon

7
120,000/-
24/4/03
Aug
महाराष्ट्र सरकार
मुंबई





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आयन्दा मेरे से व कायम मुकामान व वारतान से जिस्त तौर वाहें वसूल

कर ले कुछ उजर न होगा । जरे समन मजकूर बाता मुबालग 13,44,000/-



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हरिश्चंद्र कुमार



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49 24-4-05 (50002 & 4150007)
145007
श्रीश कुमार डा. साहिबदा
स.प. नाला जगनाथ
बलराम कुमार कु.
जगन् विद्या का
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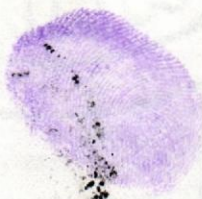
तेहर लाडा व्यालित हजार रुपये मुझ मुकिर ने छारोदारान मजकूरान से

इस तौर वसूल पाये कि दिनांक 28-3-03 ई० को पेशगी नकद वसूल



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 हरीश चण्डा



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24-4-03

२० वसुधा

विवाह

की शपथ

5000

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सार मुद्रा

पुस्तक

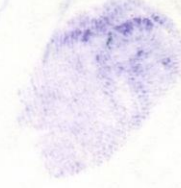
मां २० २०/०१

विवाह की शपथ

विवाह की शपथ

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पा वूका हूं मुबल्लिग 3,50,000/- तीन लाख पचास हजार रुपये । और

बाद अजा दवारा बैंक ड्राफ्ट नम्बर एस० ओ० यू० 639 126, दिनांक -

22-4-2003 ई० पंजाब नेशनल बैंक ब्रान्च कोर्ट रोड सहारनपुर वसूल पाये



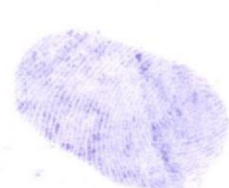
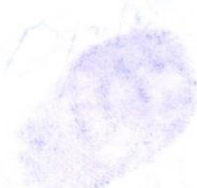
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 इशिका दुआला



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49 24-4-03
जोडा 1000/-
रुपया
नं० 20/98
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मुबल्लिग १,१४,०००/- नौ लाख चौरानवे हजार रुपये ।

अतः यह दस्तावेज बैनामा लिख दिया कि प्रमाण रहे । इति ।

तपसील जायदाद मुबल्लिग

एक किताआराजी प्लाट नम्बर बी० तादादो १६८० वर्गज यानि १४०४.६८,

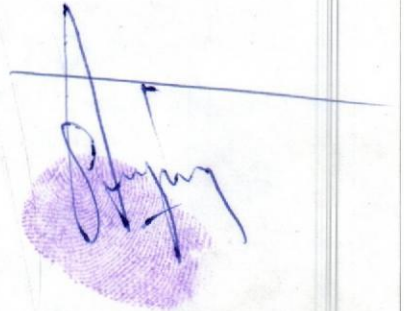
वर्गमीटर बसमायशी- पूरब- १२। फिट साढे पांच इंच पश्चिम- १२। फिट



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T. J. J. J.



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T. J. J. J.



- 11 -

साढे नौ ईव उत्तर- 120 फिट । ईव दक्षिण- 128 फिट ।। ईव ।

मुतालिक नम्बर छासरा 8। इयासी वाके ग्राम ईल्माईलपुर परगना व



Amj

जयशंकर कुमार

Amj

49 24-4-03
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११२ गुल्मी
२०/१३
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- 12 -

तहसील व जिला सहारनपुर में जुमला हक हकूक हर किसम मूतालिका उसके

महदूदा जैल :-

=====

पूरब- आराजी विप्रेता ।

पश्चिम- नम्बर छासरा 80, श्री श्याम सिंह ।

उत्तर- प्लॉट नम्बर ९० जिसका बैना मा बहक श्रीमति कृष्णा वन्ती व

श्रीमति शशिना नागपाल के हक में हो रहा है ।



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10 दिसंबर

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क्र. 10

नार गुप्ता

वडा

नां नं 20/53

सर्वोच्च न्यायालय

कोर्ट ऑफ अपील

8.10.53







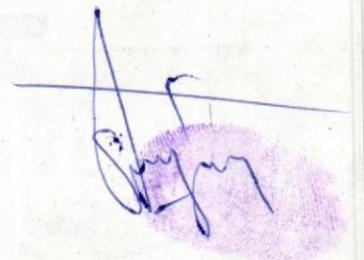
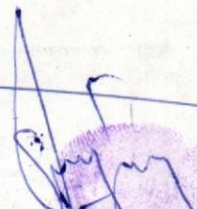
- 13 -

दक्षिण- प्लॉट नम्बर 10 जिसका बैनामा बहक श्री जगदीश कुमार धौगडाव
श्री विजय कुमार सेठी हो रहा है ।

नोट:- परत 12 की सतर 5 में शब्द जिसका म्माकूक दर्ज है ।

 
J. Kumar

 
J. Kumar

 
J. Kumar

माका 10/10/2003 10/10/2003
21/2/2003
21/2/2003
21/2/2003

माका 10/10/2003 10/10/2003
Civil Court
Saharanpur

लेखातिथि:- 24 बौबोस अगस्त 2003 ई0

टाईमकर्ता:- संजय कुमार संजय कुमार

राययता:-

स्तावेज लेखक का नाम विवेक कुमार गुप्ता

अनुसूति सं. 1715 दि. 31-3-2003 तक विनिर्माण

वी. नं. की. सं. 25002 को हजा 10 पांच सौ रुपये

कोट लेखक के हस्ताक्षर विवेक कुमार गुप्ता

५०
सहारनपुर ८



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम
सहारनपुर

क्रम संख्या 2018304012615

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 01/08/2018

प्रस्तुतकर्ता या प्रार्थी का नाम वि.त.कौशिक एड०

लेख का प्रकार मुआयना 1988 गार्ड से 2018 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुक़्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

100

शुल्क समूल करने का दिनांक

01/08/2018

दिनांक जब लेख प्रतिलिपि या तलाश

01/08/2018

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

✓


Date: 01/08/18

Annexure – B: Report of Investigation of Title in respect of immovable Property.
(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Brach/Business Unit/Office seeking opinion.	Branch Manager State Bank of India Branch-Pul Jogiyan, Saharanpur.			
	b) Reference No. and date of the latter under the cover of which the documents tendered for scrutiny are forwarded.	Nil			
	c) Name of the borrower.	M/s Sagar Trading Co. Chak Hareti, Janta Road, Saharanpur, through Prop. Sagar Nagpal.			
2.	a) Name of the unit/concern/ company/ person offering the property/ (ies) as security.	1. Sh. Harish Kumar S/o Sh. Sai Ditta R/o Jafar Nawaz, Saharanpur. 2. Sh. Sanjay Kumar S/o Sh. Harish Kumar R/o Jafar Nawaz, Saharanpur.			
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of change.	Individual			
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/Guarantor			
3-	Complete or full description of the immovable property/ies offered as security for creation of mortgage whether Equitable /registered ,Mortgage. (a) Survey No. (b) Door No. (in case of house property) (c) Extent/area including plinth/built up area in case of house property (d) Locations like name of the place village city , registration sub -district etc. (e) Boundaries	One Piece of Land bearing private plot no. B, pertaining to Khasra No. 81, having dimensions in east 121Ft. 5.5 Inch. & in West 121 Ft. 9.5 Inch. and in North 120 Ft. 01 Inch. & in South 128 Ft. 11 Inch. area measuring 1680 Sq. Yards, i.e. 1404.68 Sq. Meter, situated at Village Ismailpur Pargana Tehsil & Distt. Saharanpur, Bounded as below:- East : Property of Seller West : Property of Sh. Shyam Singh of Khasra No. 80 North : Plot No. A of Smt. Krishnawanti & Smt. Shahi Nagpal South : Plot No. C of Sh. Jagdish Kumar Dhingra & Vijay Kumar Sethi.			
4.	a) Particulars of the documents scrutinized- serially and chronologically.	1. Copy of Sale-deed no. 2360 dt. 24-04-2003 2. Copy of Sale-deed no. 4717 dt. 29-09-1992 3. Copy of Sale-deed no. 10564 dt. 25-10-1991 4. Copy of Sale-deed no. 4298 dt. 20-04-1985 5. Copy of Sale-deed no. 5439 dt. 27-08-1984 6. Copy of Khatoni Khasra No. 81.			
	(b) nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note:- Only originals or certified extract from the registering/ land/ revenue/ other authorities be examined.	As detailed herein.			
	Sl. No.	Date	Name/ Nature of the document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1	24-04-2003	Sale-Deed	Original	Original Sale- Deed Compared with certified copy of Sale Deed Issued by Sub-Registrar Saharanpur, and found same are genuine proof of Title.

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Code No. 708

5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar 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.)	Yes
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?	There is no Such type of facilities are available.
	b) If such online/ computer record are available, whether any verification or cross checking are made and the comments/ findings in this regard.	N/A
	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?	N/A
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar offices?	Sub-Registrar - I, Saharanpur.
	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 offices named at (b) above?	N/A
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	N.A
8.	Chain of title tracing the title from the oldest title deed to the latest title 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)	<p>From the perusal of aforesaid documents which are given by the bank to me it transpires that initially property in question along with other property belong to Sh. Brij Bhushan Goyal S/o Sh. Kanwar Sen Gupta, He purchased it from Sh. Shakeel & Others through a sale-deed which was executed on dated 20-04-1985 Regd. on Dated 17-05-1985 at Bahi No. 1, Zild No. 2791, Page No. 294-297, Document No. 4298 at the office of Sub-Registrar, Saharanpur.</p> <p>Later on Sh. Brij Bhushan Goyal executed a sale-deed of area measuring 1-10-18-15 pukhta in favour of Sh. Jeevan Prakash Bansal S/o Sh. Vilayati Ram on dated 25-10-1991 Regd. on Dated 01-11-1991 at Bahi No. 1, Zild No. 3073, Page No. 300, Document No. 10564 at the office of Sub-Registrar, Saharanpur.</p> <p>Also Land area measuring 1-3^{1/3} pukhta of Khasra no. 81 was belonged to Smt. Prem Kaur W/o Sh. Randheer Singh, She purchased it from Sh. Jameel & Others through a sale-deed which was executed on dated 27-08-1984 Regd. on Dated 27-08-1984 at Bahi No. 1, Zild No. 2736, Page No. 167-172, Document No. 5439 at the office of Sub-Registrar, Saharanpur.</p> <p>After that Smt. Prem Kaur executed a sale-deed of aforesaid land in favour of Sh. Jeevan Prakash Bansal S/o Sh. Vilayati Ram on dated 29-09-1992 regd. on dated 22-12-1992 at Bahi No. 1, Zild No. 3084, Page No. 89, Document No. 4717 at the office of Sub-Registrar, Saharanpur.</p> <p>There after Sh. Jeevan Prakash Bansal aforesaid executed a sale-deed of area measuring 1680 sq. yards i.e. 1404.68 Sq. Meter in Shape of Private Plot No. B from aforesaid Land in favour of Sh. Harish Kumar S/o Sh. Sai Ditta & Sh. Sanjay Kumar</p>


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		S/o Sh. Harish Kumar on dated 24-04-2003 regd. on dated 07-05-2003 at Bahi No. 1, Zild No. 4270, Page No. 525-550, Document No. 2360 at the office of Sub-Registrar, Saharanpur.
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/Allot tee etc.)	Full Ownership.
10	If leasehold, whether;	N/A
	a) lease deed is duly stamped and registered	N/A
	b) lessee is permitted to mortgage the leasehold right,	N/A
	c) duration of the lease/ unexpired period of lease,	N/A
	d) if, a sub- lease, check the lease deed in favor of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also.	N/A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N/A
	f) Right to get renewal of the leasehold rights and nature thereof.	N/A
11.	If Govt. grant/ Allotment/ Lease-cum/ Sale Agreement, whether;	N/A
	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N/A
	The mortgagor is competent to create charge on such property,	N/A
	Whether any permission from govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N/A
12	If occupancy right, whether;	N/A
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
13.	Nature of minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N/A
14.	If the property has been transferred by way of gift/settlement deed, whether:	N/A
	a) the gift/settlement deed is duly stamped and registered;	N/A
	b) the gift/settlement deed has been attested by two witnesses;	N/A
	c) the gift/settlement deed transfers the property to donee;	N/A
	d) whether the donee has accepted the gift by signing the gift/settlement deed or by a separated writing or by implication or by action;	N/A
	e) whether there is any restriction on the donor in executing the gift/settlement deed in question;	N/A
	f) whether the donee is in possession of the gifted property;	N/A
	g) whether any gift 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;	N/A
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to crate a valid and enforceable mortgage.	N/A
	(b) whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	(c) whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A

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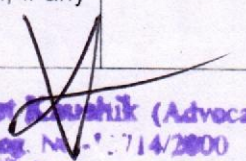
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N/A
	(e) whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N/A
16.	Whether the title documents include any testamentary documents/ will? (a) In case of wills, whether the will is registered will or unregistered will?	N/A
	(b) whether will in the matter needs a mandatory probate and if so whether the same is probate by a competent court?	N/A
	(c) whether the property is mutated on the basis of will?	N/A
	(d) whether the original will is available?	N/A
	(e) whether the original death certificate of the testator is available?	N/A
	(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.)	N/A
17.	(a) whether the property is subject to any wakf rights?	No
	(b) whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No
18.	(a) where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N/A
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	N/A
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N/A
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.	Property is Non-Agriculture Land
	(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?	N/A
	(c) In the case of conversion of agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural laws, weaker section, minorities, land laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, ect.)	No
22.	(a) whether the property is subject to any pending or	No

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	proposed land acquisition proceedings?	
	(b) whether any search/enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.	N/A
23.	(a) whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per my informal enquiry there is no such type of matters are pending before any such type of courts, yet an affidavit should be obtain from the mortgager regarding this.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N/A
	(c) whether the title documents have any court seal/marking 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.	N/A
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N/A
	(b) Property belonging to partners, whether throw on hotchpots? Whether formalities for the same have been complete as per applicable laws?	N/A
	(c) whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N/A
25.	Whether the property belongs to a limited company, check the borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charge with the company Registrar (ROC), Articles of Association/ provision for common seal etc.	N/A
26.	In case of societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
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.	N/A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the building viz. companies/ Forms/ Individual or proprietary concerns in favour of their partners/ Employees/ Authorized Representatives to sign flat Allotment letters, NOCs, Agreements of sale, sale deeds, etc. in favour of buyers of flat/units (Builder's POA) or (ii) other type of POA (Common POA).	N/A
	(d) In case of builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N/A
	(e) In case of common POA (i.e. POA other than builder's POA), please clarify the following clauses in respect of POA.	N/A
	i. whether the original POA is verified and the title investigation is done on the basis of original POA?	N/A
	ii. Whether the POA is a registered one?	N/A
	iii. Whether the POA contains a specific authority for execution of title document in question?	N/A
	(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 sub-registrar also?)	N/A
	(g) Please comment on the genuineness of POA?	N/A
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N/A
28.	Whether mortgage is being created by a POA holder, check	N/A

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	genuineness of the power of attorney and the extent of the powers given therein and whether the same is property executed/ stamped/ authenticated in terms of the law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	N/A
	(a) Promoter's/land owner's title to the land/building;	N/A
	(b) Development Agreement/Power of Attorney;	N/A
	(c) Agreement for sale (duly registered);	N/A
	(d) Payment of proper stamp duty;	N/A
	(e) Requirement of registration of sale agreement, development agreement, POA, etc.;	N/A
	(f) Approval of building plan, permission of appropriate/ local authority, etc.;	N/A
	(g) Conveyance in favour of society/ condominium concerned;	N/A
	(h) Occupancy certificate/ allotment letter/letter of possession;	N/A
	(i) Membership details in the society etc;	N/A
	(j) Share certificates;	N/A
	(k) No objection letter from the society;	N/A
	(l) All legal requirements under the local/municipal laws, regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc;	N/A
	(m) Requirements, for noting the bank charges on the records of the Housing society, If any;	N/A
	(n) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N/A
	(o) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N/A
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other local authorities or third party claims, Liens etc. and details thereof.	Nil, accept property in question is already under charge of your Bank.
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.	1988 to 2018 (as index is available up to 20-06-2018)
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The name of present owner is recorded in revenue records.
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.	N.A.
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	
35.	Whether the name of mortgage is reflected as owner in the revenue/ municipal/village records?	
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Not Provided.
37.	Whether the property can be identified from following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? (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.	Not Provided.


Vikram K. Shahik (Advocate)
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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.	Not Provided.
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 title deeds.	N/A
	If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other 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.	N/A
43.	Whether the governing law/constitutional documents of the mortgage (other than nature person) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Sh. Harish Kumar & Sh. Sanjay Kumar aforesaid.

Requirements :-

1. Original Sale-deed no. 2360 dt. 24-04-2003.
2. Original Sale-deed no. 4717 dt. 29-09-1992.
3. Original Sale-deed no. 10564 dt. 25-10-1991.
4. Original Sale-deed no. 4298 dt. 20-04-1985.
5. Original Sale-deed no. 5439 dt. 27-08-1984.
6. Certified Copy of Khatoni Khasra No. 81.
7. Talash Muayna Praman Patra issued by Sub-Registrar, Saharanpur.

Enclose:-

Date: 01/08/18
Place: Saharanpur

Signature of the Advocate
Vijay Kumar (Advocate)
Reg. No. 13714/2000
13, Civil Court, Saharanpur
Code No. 708

Annexure – C: Certificate of title.

I have examined the original title deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/English Mortgage (*Please specify the kind of mortgage) and that the documents of title referred in the opinion are valid evidence of right, title and interest and that if the said Registered/Equitable mortgage is created, it will satisfy the requirements of creation of registered/Equitable mortgage and I further certify that:

2. I have examined the documents in detail, taking into account all the Guidelines in the check list 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 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 holders from creating a valid mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

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.

5. There are no prior mortgage/ charges/ encumbrances whatsoever, as could be seen from encumbrance certificate for the period from **1988 to 2018** pertaining to the immovable property(ies) covered by above said title deeds. Accept property is already under charge of your Bank .

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the loan documents and agreed to by the mortgagor and the Bank (Delete, whichever is inapplicable).

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

8. The mortgage if created, will be available to the Bank for the liability of the intending Borrower **M/s Sagar Trading Co. Chak Hareti, Janta Road, Saharanpur, through Prop. Sagar Nagpal.**

9. I certify that **Sh. Harish Kumar S/o Sh. Sai Ditta R/o Jafar Nawaz, Saharanpur and Sh. Sanjay Kumar S/o Sh. Harish Kumar R/o Jafar Nawaz, Saharanpur**, has/ have an absolute, clear and marketable title over the schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

10. In case of creation of mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgages.

Requirements:-

1. Original Sale-deed no. 2360 dt. 24-04-2003.
2. Original Sale-deed no. 4717 dt. 29-09-1992.
3. Original Sale-deed no. 10564 dt. 25-10-1991.
4. Original Sale-deed no. 4298 dt. 20-04-1985.
5. Original Sale-deed no. 5439 dt. 27-08-1984.
6. Certified Copy of Khatoni Khasra No. 81.
7. Talash Muayna Praman Patra issued by Sub-Registrar, Saharanpur.

11. There are no legal impediments for creation of the mortgage under any applicable law/ Rules in force..

SCHEDULE OF THE PROPERTY (IES)

One Piece of Land bearing private plot no. B, pertaining to Khasra No. 81, having dimensions in east 121Ft. 5.5 Inch. & in West 121 Ft. 9.5 Inch. and in North 120 Ft. 01 Inch. & in South 128 Ft. 11 Inch. area measuring 1680 Sq. Yards, i.e. 1404.68 Sq. Meter, situated at Village Ismailpur Pargana Tehsil & Distt. Saharanpur, Bounded as below:-

East : Property of Seller

West : Property of Sh. Shyam Singh of Khasra No. 80

North : Plot No. A of Smt. Krishnawanti & Smt. Shahi Nagpal

South : Plot No. C of Sh. Jagdish Kumar Dhingra & Vijay

Kumar Sethi.

Place: Saharanpur

Date: 01/08/18

Signature of the Advocate
Vinod Kishore (Advocate)
Reg. No. 1714/2000
13, Civil Court, Saharanpur
Code No. 708

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक

सदर प्रथम

क्रम संख्या 2018304012639

सहारनपुर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक: 01/08/2018

प्रस्तुतकर्ता या प्रार्थी का नाम विनिता वैशिक मल्ल

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम , क्रम संख्या 2018304012639
सहारनपुर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 01/08/2018

प्रस्तुतकर्ता या प्रार्थी का नाम विनित्त वौशिक एड०

लेख का प्रकार : भार प्रमाण पत्र

2006 वर्ष से 2018 तक
प्रतिफल की धनराशि 100

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुद्दतार के अधिप्रमाणी करण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग , 100

शुल्क वसूल करने का दिनांक 01/08/2018

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र थापन करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (प्रथम)
01/08/2018
सदर सहारनपुर

तलाश का प्रमाण - पत्र

प्रमाण-पत्र संख्या	583	वर्ष	18
प्रार्थना-पत्र संख्या	768	वर्ष	18

श्री विनोद बोशक एडो

पुत्र श्री निवासी

ने निम्नलिखित विवरण वाली अचल सम्पत्ति के बाबत हुए निबन्धित प्रभाव उत्पन्न करने वाले निर्वसीयता लिखतों की जानकारी हेतु आवेदन किया है-

सीमायें : पूरब : एक किता आराजी पलाट न० बी० 1680 वर्गगज छा०न० 80। वावे ईस्माईलपुर
पश्चिम : प० त० व जिला सहारनपुर जिसके पूरब- आराजी विक्केता पश्चिम-छा०न० 80
उत्तर : श्याम सिंह उत्तर-प०न० 80 कृष्णा वन्ती दीक्षाणा-प०न० सी० जगदीश
दक्षिण : प्रार्थना पत्र के अनुसार मिल०- हरीश कुमार पुत्र साईंदत्ता व संजय कुमार

प्रमाणित किया जाता है कि उक्त विवरण वाली अचल सम्पत्ति के बाबत इस कार्यालय को दि० 1-8-06 से दि०

31-7-2018 तक इनडैक्स एक-एक दो की तलाश के उपरान्त उक्त विवरण वाली सम्पत्ति पर निम्न प्रभार अंकित पाये

गये हैं। ② पुत्र हरीश कुमार नि० जाफर नवाज सहारनपुर

क्रम संख्या	प्रलेख के अनुसार सम्पत्ति का विवरण	तकमील की तारीख	प्रलेख की प्रकार एक मालियत	पक्षकारों के नाम		प्रलेख का प्रविष्टि का विवरण	
				तकमील कर्ता	क्रेता या दावा कर्ता	क्रम संख्या	वर्ष
1	2	3	4	5	6	7	8
<p>उपलब्ध रिपोर्ट की सूची रदीफ ३ के आधार पर उक्त सम्पत्ति पर कोई प्रत्यक्षतः भत्ता प्रतीत नहीं होता है।</p>							

यह भी प्रमाणित किया जाता है कि वर्णित प्रभारों के अतिरिक्त अन्य कोई प्रभार प्रार्थना-पत्र में वर्णित सम्पत्ति पर नहीं पाया

गया है।

तलाश की एवं यह प्रमाण-पत्र

तैयार किया।

हस्ताक्षर:

पदनाम:

तलाश का सत्यापन किया

एवं प्रमाण-पत्र का परीक्षण किया।

हस्ताक्षर:

पदनाम:

कार्यालय :

कार्यालय उप निबन्धक (प्रथम)
सदर सहारनपुर

मोहर

उपनिबन्धक

सहारनपुर

दिनांक : 04/08/18

- नोट : (1) प्रार्थी द्वारा अपने प्रार्थना-पत्र में उपलब्ध कराये गये विवरण के आधार पर ही यह प्रमाण-पत्र तैयार किया गया है। यदि प्रार्थना-पत्र में दिये गये विवरण वाली सम्पत्ति, इस कार्यालय के अभिलेखों में अन्य भिन्न विवरण से दर्शायी गयी है तो उस दशा में उस प्रलेख द्वारा उत्पन्न प्रभार इस प्रमाण-पत्र में शामिल नहीं किया गया है।
- (2) यह तलाश इस कार्यालय द्वारा आवश्यक सम्भव सावधानी से की गयी है। यद्यपि यदि किसी कारणवश इस प्रमाण-पत्र में कोई त्रुटि रह जाती है तो उसके परिणामों के लिए यह विभाग उत्तरदायी नहीं होगा।
- (3) यह प्रमाण-पत्र तैयार करने में उस प्रलेखों की जाँच नहीं की गयी है जो प्रमाण-पत्र तैयार करने की तिथि तक कार्यालय में प्रस्तुत किये गये हैं, लेकिन निबन्धित नहीं किये गये हैं।

N.K. NAGWAN

ADVOCATE

CHAMBER NO. 276, Near Bar Room Gate

Civil Court, SAHARANPUR

Resi & Office, Samrat Vikram Colony

Opp. New Subzi Mandi Gate

Chilkana Road, SAHARANPUR—247 001

PH. (R) 0132-2658930, 9837336653

E-mail : nagwan.nk@gmail.com

Ref.....

ANNEXURE -G

Dated 21.11.2014

To,

The Branch Manager

STATE BANK OF PATIALA

Pul Jogiyan,

SAHARANPUR

CERTIFICATE OF TITLE

I have examined the Original title deeds intended to be deposited relating to the schedule of property (ies) 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 certified that :-

- 1 I have examined the documents in detail, taking into account all the guidelines in the Check List vide Annexure 'C' and the other relevant factors.
1. A. I confirm having made a search in the land/revenue records. I do not find any thing adverse which would prevent the title holders from creating a valid mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
1. B. Following scrutiny of Land records/Revenue Records and relative title deeds, I hereby certified the genuineness of the Title Deeds, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
2. A. There are no prior mortgage/ charges/encumbrances, whatsoever, as could be seen from the Encumbrance Certificate for the period from 1.1.1985 to 31.10.2014 pertaining to the immovable property (ies) covered by above said title deeds. The property is free from all encumbrances.
2. B. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges, other then already stated in the Loan documents and agreed to by the mortgagor and the Bank.
3. Minor(s) and his/their interest in the property (ies) is to the extent of (specify the share of the minor with the name).NIL
4. The mortgage is created, will be available to the Bank for the liability of the intending Borrower Sri/Smt./Ms. HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR

I certify that Sri/Smt/Ms. HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR

N.K. NAGWAN
ADVOCATE
Reg. No. 1544/1982
276, Civil Courts, Saharanpur

Has/have an absolute, clear, marketable title over the Schedule of Property (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable. In case of creation of mortgage by deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

1. SALE DEED DATED 25.10.1991 DULY REGISTERED IN BOOK NO.1, VOL. 3073/3717 PAGES 300/461-468 AT NO. 10564 ON 11.11.1991 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR, **EXECUTED BY BRIJBHUSHAN GOYAL SON OF KANWAR SEN GUPTA IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)**
2. SALE DEED DATED 29.9.1992 DULY REGISTERED IN BOOK NO.1, VOL. 3084/3778 PAGES 89/541-554 AT NO. 4717 ON 21.12.1992 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR, **EXECUTED BY PREMKAUR BAGGA WIFE OF S. RANBEER SINGH IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)**
3. SALE DEED DATED 24.4.2003 DULY REGISTERED IN BOOK NO.1, VOL. 4270 PAGES 525-550 AT NO. 2360 ON 7.5.2003 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR, **EXECUTED BY JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM IN FAVOUR OF HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR (ORIGINAL)**

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

THE PROVISIONS OF SARFAESI ACT ARE DULY APPLICABLE

SCHEDULE OF PROPERTY /IES

(AS PER SALE DEED NO. 2360)

ONE PLOT OF LAND (LAND USE CONVERTED AS RESIDENTIAL), BEARING NO. **(B)**, MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE **EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT.**, COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-

EAST. PROPERTY OF SELLER

WEST. KHASRA NO. 80 OF SHYAM SINGH

NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL

SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI

Place. Saharanpur

Date 21.11.2014


N.A. ADVOCATE
Reg. No. 1544/1982
276, Civil Courts, Saharanpur

N.K. NAGWAN

ADVOCATE

CHAMBER NO. 276, Near Bar Room Gate

Civil Court, **SAHARANPUR**

Resi & Office, Samrat Vikram Colony

Opp. New Subzi Mandi Gate

Chilkana Road, **SAHARANPUR**—247 001

PH. (R) 0132-2658930, 9837336653

E-mail : nagwan.nk@gmail.com

Ref.....

Dated 21.11.2014

To,
The Branch Manager,
STATE BANK OF PATIALA.
Pul Jogiyan,
SAHARANPUR.

NON ENCUMBRANCE CERTIFICATE

I, N.K.Nagwan , Advocate, Civil Courts, Saharanpur , have searched and inspected the Index, ready and available, for thirty years preceeding, relating to the property mentioned below, vide Search Receipt No. 19585 & 19590 dated 19.11.2014 In the office of Sub Registrar , Saharanpur, belonging to

HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR ,
RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR

and found the same is free from all encumbrances, charges and liens

SCHEDULE OF PROPERTY

(AS PER SALE DEED NO. 2360)

ONE PLOT OF LAND (LAND USE CONVERTED AS RESIDENTIAL), BEARING NO. **(B)**, MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE **EAST** 121-5 ½ FT., **WEST** 121.-9 ½ FT., **NORTH** 120.1FT., **SOUTH** 128.11FT., COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-

EAST. PROPERTY OF SELLER

WEST. KHASRA NO. 80 OF SHYAM SINGH

NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL

SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI

N.K.Nagwan
Advocate


N.K. NAGWAN
ADVOCATE
Reg. No. 1544/1982
276, Civil Courts, Saharanpur

2250

भाग 2

सहारा नगरपालिका

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला ।

उप निबन्धन प्रथम सहारनपुर कम सं० 19585

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 19-Nov-2014

प्रस्तुतकर्ता या प्रार्थी का नाम एनके०नागवान एड०

लेख का प्रकार तलाश/मुआयना 1985 वर्ष से 2001 वर्ष तक

प्रतिफल की धनराशि

भाग 2 की प्रतिलिपि पर फिर से लगाया जाने वाला

1. रजिस्ट्रीकरण शुल्क 90
 2. प्रतिलिपिकरण शुल्क
 3. निरीक्षण या तलाश शुल्क 90
 4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क
 5. कमीशन शुल्क
 6. विविधि / स्टाम्प 0.00
 7. यात्रिक भत्ता
- 1 से 6 तक का योग

शुल्क वसूल करने का दिनांक 19-Nov-2014

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 19-Nov-2014

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रविन्द्रार (प्रमाण)
सहारा नगरपालिका

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला।

उप निबन्धक प्रथम सहारनपुर कम सं० 19590

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 19-Nov-2014

प्रस्तुतकर्ता या प्रार्थी का नाम एनके० नागवान एड०

लेख का प्रकार तलाश/मुआयना 2002 वर्ष से 2014 वर्ष तक

प्रतिफल की धनराशि

भाग 2 की प्रतिलिपि पर फिर से लगाया जाने वाला

1. रजिस्ट्रीकरण शुल्क 70
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क 70
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि / स्टाम्प 0.00
7. यात्रिक भत्ता
- 1 से 6 तक का योग

शुल्क वसूल करने का दिनांक 19-Nov-2014

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 19-Nov-2014

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रविन्द्र (प्रमाण)
रजिस्ट्रार

STATE BANK OF PATIALA
PUL JOGIYAN,
SAHARANPUR

ANNEXURE 'A'

TITLE INVESTIGATION REPORT—TO BE FILLED BY THE BRANCH

A	Name of the Branch	PUL JOGIYAN, SAHARANPUR
B	Branch/BU letter reference & date	19.11.2014
C	Name of the title holder of the property (ies)	HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR
D	Whether Borrower(s) or Guarantor(s)	AS BORROWERS
E	Constitution of the Borrowers/Guarantors	INDIVIDUAL
F	Description of documents scrutinized	Whether Original/Certified copy
Sr. No.	Documents Date I Name	ORIGINAL DEEDS
1	25.10.1991 SALE DEED	DULY REGISTERED IN BOOK NO.1, VOL. 3073/3717 PAGES 300/461-468 AT NO. 10564 ON 11.11.1991 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY BRIJBHUSHAN GOYAL SON OF KANWAR SEN GUPTA IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)
2	29.9.1992 SALE DEED	DULY REGISTERED IN BOOK NO.1, VOL. 3084/3778 PAGES 89/541-554 AT NO. 4717 ON 21.12.1992 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY PREMKAUR BAGGA WIFE OF S. RANBEER SINGH IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)
3	24.4.2003 SALE DEED	DULY REGISTERED IN BOOK NO.1, VOL. 4270 PAGES 525-550 AT NO. 2360 ON 7.5.2003 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM IN FAVOUR OF HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR (ORIGINAL)
2	Description of Property/ies	(AS PER SALE DEED NO. 2360) ONE PLOT OF LAND (LAND USE <u>CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B) , MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT.,

		<p>COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-</p> <p>EAST. PROPERTY OF SELLER WEST. KHASRA NO. 80 OF SHYAM SINGH NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI</p>
	Survey/Door No.	<p>ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B), MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M</p>
	Extent	<p>ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B), MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M</p>
	Location	<p>SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR</p>
	Boundaries East West North South	<p>EAST. PROPERTY OF SELLER WEST. KHASRA NO. 80 OF SHYAM SINGH NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI</p>
3	List of documents delivered to Advocate for verification (specify originals/certified/extracts/copies etc)	
		<p>1. SALE DEED DATED 25.10.1991 DULY REGISTERED IN BOOK NO.1, VOL. 3073/3717 PAGES 300/461-468 AT NO. 10564 ON 11.11.1991 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY BRIJBHUSHAN GOYAL SON OF KANWAR SEN GUPTA IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)</p> <p>2. SALE DEED DATED 29.9.1992</p>

		<p>DULY REGISTERED IN BOOK NO.1, VOL. 3084/3778 PAGES 89/541-554 AT NO. 4717 ON 21.12.1992 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY PREMKAUR BAGGA WIFE OF S. RANBEER SINGH IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL)</p> <p>3. SALE DEED DATED 24.4.2003 DULY REGISTERED IN BOOK NO.1, VOL. 4270 PAGES 525-550 AT NO. 2360 ON 7.5.2003 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM IN FAVOUR OF HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR (ORIGINAL)</p>
4	Location Details	SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR
I	Name of the applicant/borrower	HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR
II	Prominent land mark	
III	Bus Route	
IV	Bus Stop	
V	Complete Address	
	Rough Location Sketch	<p>Approach sketch of the Location</p> <p>AS PER VALUER REPORT</p>
II	Exact Location of Construction/purchase and working plan	N.A
III	Please mention the details about the builder (if applicable)	N.A
a	Name of the Firm	N.A
b	Address of the Firm	N.A
c	Telephone No.	N.A
d	Contact person	N.A
e	Is the builder/project in the bank's latest approved list. .Mention the date of approval of the builder and validity of the current approval	N.A

Date

Signatures
Name

Designation

Branch Pul Jogiyan
Saharanpur

ANNEXURE 'E'

**CHECKLIST FOR THE GUIDANCE OF THE ADVOCATE
VERIFYING THE TITLE TO THE PROPERTY (IES) OFFERED AS SECURITY**

1	Nature of the title (ownership/Leasehold/Occupancy/Govt Grant/Allotments etc.)	FULL OWNERSHIP
2	If leasehold, whether a) Lease Deed is duly stamped and registered b) Lessee is permitted to mortgage the leasehold rights c) Duration of the lease/unexpired period of the lease d) If a sub lease, check the lease deed in favour of the lessee as to whether lease deed permits sub leasing and mortgage by sub lessee also	THE PROPERTY IS NOT LEASEHOLD PROPERTY
3	If Govt grant/allotment/Lease-cum/Sale Agreement, whether a) grant/agreement etc, provides for alienable rights to the mortgagor with or without conditions b) the mortgagor is competent to create/charge on such property	NOT APPLICABLE
4	If occupancy rights. Whether a) such right is heritable and transferable b) mortgage can be created	NOT APPLICABLE
5	a. Urban Land Ceiling clearance, whether required and if so, details thereon b. Whether No Objection Certificate under the Income Tax Act is required/obtained	NOT APPLICABLE AS ACT REPEALED
6	Nature of minor's interest, if any and if so, whether creation of mortgage could be possible-the modalities/procedure to be followed and reasons for coming to such conclusion	NOT APPLICABLE
7	If the property is agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon	THE PROPERTY IS DECLARED AS RESIDENTIAL
8	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained	REQUIRED PROCEDURE FOLLOWED
9	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker sections, minorities land laws etc.	NOT AFFECTED BY ANY LOCAL LAWS
10.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 mortgageable title thereon	NOT APPLICABLE
11. a	In case of partnership firm, whether the property belonged to the firm and the deed is properly registered	NOT APPLICABLE
11. b	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the	NOT APPLICABLE

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	firm	
12. a	Whether the property belongs to a Limited Company, check the borrowing powers, BOD resolutions, Authorization to create mortgage/execution of documents, registration of any prior charge with the Company Registrar, Articles of Association/ provision for common seal etc.	NO
12. b	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created and the requisite resolutions, bye laws	NOT APPLICABLE
13	Whether the mortgage is created by 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 laws of the place, where it is executed	NO
14	If the property is flat/apartment or residential/commercial complex, check	THE PROPERTY IS DECLARED AS RESIDENTIAL
A	Promoter's/land owner's title to the land/building	NOT APPLICABLE
B	Development agreement/Power of Attorney	NOT APPLICABLE
C	Extent of authority of the Developer/builder	NOT APPLICABLE
D	Independent title verification of the land/or building in question	NOT APPLICABLE
E	Agreement for sale (duly registered)	NOT APPLICABLE
F	Payment of proper stamp duty	NOT APPLICABLE
G	Conveyance in favour of Society/Condominium concerned	NOT APPLICABLE
H	Occupancy certificate/allotment letter/letter of possession	NOT APPLICABLE
I	Membership details in the Society etc.	NOT APPLICABLE
J	Share certificate	NOT APPLICABLE
K	No objection letter from the society	NOT APPLICABLE
L	All legal requirements under the local/Municipal Laws, regarding ownership of flats/Apartments/building Regulations/Development Control Regulations/ Cooperative Societies Laws etc.	NOT APPLICABLE
15	Where the property is joint family property, mortgage is created for family benefits/legal necessity. Whether the major coparceners have no objection/join in execution, minor's share, if any, rights of female members etc.	NO
16	Pending litigation/Court attachments/injunctions/stay orders/acquisition by the Govt./Local Authority etc, that could be ascertained	AS PER INFORMATION NO LITIGATION IS PENDING
17	Any other details required for the purpose.	LOCAL INSPECTION TO CONFIRM POSSESSION OF THE TITLE HOLDERS OVER THE PROPERTY SUBJECT TO MORTGAGE

Date 21.11.2014

Plcae. SAHARANPUR


 Signature of Advocate
 Reg. No. 1544/1982
 276, Civil Courts, Saharanpur

ANNEXURE 'F'

(TO BE COMPLETED BY THE PANEL ADVOCATE)

1	Name of the Branch/BU seeking opinion	STATE BANK OF PATIALA, PUL JOGIYAN, SAHARANPUR
2	Reference no. and date of letter under the cover of which the documents tendered for security are forwarded.	19.11.2014
3	Name of the unit/concern/company/person, offering the property(ies) as security	HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR
4.	Constitution of the unit/concern/person/body/authority offering the property for creation of charge	INDIVIDUAL
5	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR
6 a)	Particulars of the documents scrutinized serially and chronologically	<ol style="list-style-type: none"> 1. SALE DEED DATED 25.10.1991 DULY REGISTERED IN BOOK NO.1, VOL. 3073/3717 PAGES 300/461-468 AT NO. 10564 ON 11.11.1991 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY BRIJBHUSHAN GOYAL SON OF KANWAR SEN GUPTA IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL) 2. SALE DEED DATED 29.9.1992 DULY REGISTERED IN BOOK NO.1, VOL. 3084/3778 PAGES 89/541-554 AT NO. 4717 ON 21.12.1992 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY PREMKAUR BAGGA WIFE OF S. RANBEER SINGH IN FAVOUR OF JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM (ORIGINAL) 3. SALE DEED DATED 24.4.2003 DULY REGISTERED IN BOOK NO.1, VOL. 4270 PAGES 525-550 AT NO. 2360 ON 7.5.2003 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , EXECUTED BY JEEWAN PRAKASH BANSAL SON OF VILAYATI RAM IN FAVOUR

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		OF HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR (ORIGINAL)
b)	Nature of documents verified and as to whether they are originals or certified. Note. Only originals or certified extracts from the registering/land/revenue/other authorities be examined	DOCUMENT NO. 1 TO 3 ARE ORIGINAL
7	Complete or full description of the immovable property (ies) offered as security for creation of mortgage. Whether equitable/registered mortgage	<p>(AS PER SALE DEED NO. 2360)</p> <p>ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B), MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-</p> <p>EAST. PROPERTY OF SELLER WEST. KHASRA NO. 80 OF SHYAM SINGH NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI</p>
i)	Survey No.	ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B) , MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M
ii)	Door No. (in case of house property)	ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B) , MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M
iii)	Extent/area including plinth/built up area in case of house property	ONE PLOT OF LAND (<u>LAND USE CONVERTED AS RESIDENTIAL</u>), BEARING NO. (B) , MEASURING 1680

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		SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE EAST 121-5 ½ FT., WEST 121.-9 ½ FT., NORTH 120.1FT., SOUTH 128.11FT., COMPRISED IN KHASRA NO. 81M
iv)	Location like name of the place, Village, City, Registration, sub district etc.	SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR
v)	Boundaries	EAST. PROPERTY OF SELLER WEST. KHASRA NO. 80 OF SHYAM SINGH NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI
8.	Flow of titles tracing out of the title, of the intending mortgagor and his/its predecessors in interest from the Mother Deed to the latest Title Deed. And wherever minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on title	<p>HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR, PURCHASED THE PROPERTY ABOVE SAID FROM JEWAN PRAKASH BANSAL SON OF VILAYATI RAM, VIDE SALE DEED DATED 24.4.2003.</p> <p>THE VENDOR JEEWAN PRAKASH BANSAL, PURCHASED THE AGRICULTURE LAND MEASURING 1 BIGHA3-1/3 BISWA LAND OF KHASRA NO. 81 FROM SMT. PREM KAUR BAGGA WIFE OF SARDAR RANBEER SINGH, VIDE SALE DEED DATED 29.9.1992 & THIS VENDOR ALSO PURCHASED THE PROPERTY MEASURING 1 BIGHA 10 BISWA 18 BISWANSI 15 KACHWANSI LAND OF KHASRA NO. 81 FROM BRIJ BHUSHAN GOYAL SON OF KANWAR SEN GUPTA, VIDE SALE DEED DATED 25.10.1991.</p> <p>AFTER EXECUTION OF EVERY SALE DEED THE NAMES OF OWNER DULY MUTATED IN REVENUE RECORDS. <u>AT PRESENT NAMES OF HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR DULY MUTATED IN REVENUE RECORDS</u></p> <p>THE LAND USE OF THE PROPERTY CONVERTED FROM 'AGRICULTURE' TO 'ABADI' VIDE ORDER, DATED 16.10.2013, PASSED BY UPZILADHIKARI, SAHARANPUR, IN CASE NO. OF 12-14, UNDER SECTION 143 U.P.Z.A & L.R. ACT.</p> <p>AFTER CARE FUL PERUSAL OF SALE DEEDS AND INSPECTION OF INDEX I AM OF THE OPINION THAT THE PRESENT OWNERS HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR, ARE JOINTLY HAVING CLEAR, NEGOTIABLE AND MARKETABLE TITLE THEREIN AND</p>


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	Separate sheet may be used	ALL OF THEM CAN JOINTLY MORTGAGE THE PROPERTY BY WAY OF EQUITABLE MORTGAGE BY DEPOSIT OF ORIGINAL TITLE DEEDS AS MENTIONED ABOVE.
9	Nature of title of the intending mortgagor over the property (whether full ownership rights or Inam holder or Govt. Grantee/ Allottee etc.)	FULL OWNERSHIP
10 (a)	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local Authorities or Third Party claims Liens etc. and details thereof If yes, give the details thereof	FREE FROM ALL ENCUMBRANCES, CHARGES AND LIENS
(b)	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so satisfaction of charge, if any ?	THE SEARCH OF INDEX, READY AND AVAILABLE, RELATING TO THE PROPERTY DETAILED ABOVE, FOR THIRTY YEARS PRECEDING, VIDE SEARCH RECEIPT NO. 19585 & 19590 DATED 19.11.2014 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR AND AS PER THE CERTIFICATE OF 12 YEARS PRECEDING FROM THE OFFICE OF SUB REGISTRAR, SAHARANPUR, THE PROPERTY IS FOUND FREE FROM ALL ENCUMBRANCES, CHARGES AND LIENS
11	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy ?	PAID UPTO DATE
12	Details of RTC extracts/mutation extracts/khata extracts pertaining to the property in question	DULY MUTATED IN REVENUE RECORDS AS OWNERS
13	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	THERE IS NO BAR OR RESTRICTION UNDER ANY LOCAL OR SPECIAL ENACTMENT ONLY THE PROPOSED CONSTRUCTION MAP SHOULD BE APPROVED BY S.D.A. SAHARANPUR
14	In case of absence of original title deeds, details of legal or 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 bank in this regard	ORIGINAL DEEDS AVAILABLE
15	The specific persons who are required to create mortgage/to deposit documents creating mortgage	HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR, RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR

Date 21.11.2014

Place.SAHARANPUR


N.K. NAGWAN
 Advocate
 Reg. No. 1544/1002
 276, Civil Courts, Saharanpur

<u>AFFIDAVIT BY THE MORTGAGOR/S</u>	<u>PHOTO OF THE MORTGAGOR/S</u>
BEFORE THE BRANCH MANAGER STATE BANK OF PATIALA, <u>SAHARANPUR</u>	

I /We HARISH KUMAR SON OF SAI DITTA & SANJAY KUMAR SON OF HARISH KUMAR , RESIDENTS OF, JAFAR NAWAZ, SAHARANPUR do hereby solemnly affirm and declare as under-

That I/we am/are the exclusive legal & lawful owner & in exclusive possession of immovable Property/House Property **(AS PER SALE DEED NO. 2360)**

ONE PLOT OF LAND (LAND USE CONVERTED AS RESIDENTIAL), BEARING NO. **(B)**, MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE **EAST** 121-5 ½ FT., **WEST** 121.-9 ½ FT., **NORTH** 120.1FT., **SOUTH** 128.11FT., COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-
EAST. PROPERTY OF SELLER
WEST. KHASRA NO. 80 OF SHYAM SINGH
NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL
SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI

1. I/ we purchased/GOT this Property vide SALE DEED DATED 24.4.2003 DULY REGISTERED IN BOOK NO.1, VOL. 4270 PAGES 525-550 AT NO. 2360 ON 7.5.2003 IN THE OFFICE OF SUB REGISTRAR, SAHARANPUR , (ORIGINAL) which is/are a legal, valid and genuine document of title and the same is/are not a fake and fraudulent or duplicate document of Title. The said sale/title deed/s is/are legal, valid and genuine documents of title and the same is/are not a fake and fraudulent or duplicate document of title. I/We have not sold this property to anybody and I/We am/are still the lawful owner/owners in possession of the same and have not executed any such agreement or deed for the purpose of alienation, sale, mortgage, lease, or rent etc. of this property in favour of any body. The site plan attached with this affidavit is true and correct and belongs to the property being equitably mortgaged with the bank by deposit of above said title deed. The above said property is situated within the municipal limits of **SAHARANPUR**.
2. That the original deed/deeds in names of my one previous owners is not available with me. The previous owners have neither created any Charge/mortgage/ security nor have they deposited the original sale deeds executed is his/her/their favour with any bank, corporation or financial institution. The property is free from all sorts of prior encumbrances/charges. I/we am/are the bonafide purchaser, and lawful owner of this property. The original sale deed, legal and valid documents of title of the above said property in favour of the previous owners were seen by me at the time of execution and registration of sale deed in mu favour. Till date the above said property is not subject to any existing security, guarantee, mortgage or surety or any liability in any manner.
3. That I/we/company firm has/have not raised ant loan or credit facility against the above - mentioned property from any bank, corporation, financial corporation, Government or Semi Government or any other private person/institution. I/we/company/firm have not

deposited the above mentioned original sale deed with bank/society/corporation or any other financial institution.

4. That I/we/company/firm have/has clear and marketable title over the property mentioned above. Neither I nor my/our firm/company is the defaulter of any bank/society or corporation.
5. That there are no prior mortgages, charges, liens or encumbrances whatsoever pertaining to the immovable property in question.
6. That the property mentioned above is free from all sorts of encumbrances for the period of last 30 years and there is no standing charge, liability or encumbrance of any type over this property for the period of last 30 years and till today. The above said property is not the subject matter of any dispute, litigation pending or decided before any Court of Law. No dispute/Suit/Execution, Court proceedings, Civil or Criminal cases regarding the above said property is pending before any Office, authority, arbitrator, tribunal, Forums or court or law.
7. That there are no claims from minors to the property in question, and there are no undivided share of the minors in the property in question.
8. That the property in question is not subject to any liability, tax, land revenue, house tax, building tax. No action by the Income Tax or Central Excise Department has ever been taken against me/us/company and no Income Tax, Central Excise Duty or Central Excise Penalty is due from us/company or to our above said property. The property mentioned above is not subject to any dispute or liability of litigation under the Central Excise Act, Income Tax Act or otherwise is required from these departments or from any other department. No House Tax, Municipal Tax, Property Tax, Wealth Tax or arrears of any amount or Tax as Land Revenue is outstanding against our above said property. There is no bar of any kind or under any law for the creation of equitable mortgage over the above said property. I/we am/are competent to create equitable mortgage over the above mentioned property. The above said property is not the subject matter of any dispute or litigation.
9. That the property is not the subject matter of any notice/notification issued either Acquisition of laws and or the Land Reform Act issued by the Central Government/ State Government or any office working there under till-to-day. The property in question is in my/our self occupation and no portion of it has been on rent. The provisions of tenancy laws are not applicable and I/we shall not rent or lease out the same without the written consent of the bank. I/we also undertake and assure the bank that I/we shall not dispose off. Transfer, gift or exchange or alienate in any manner the above said property without the permission of the bank.
10. That the provisions of Urban Land Ceiling Act are not applicable to the above property. Holding is in accordance with the provisions of Land Reforms Act.
11. That the property mentioned above is not agricultural one and no part of it is being used for agricultural purposes, and the same is in my/our actual and physical possession. No certificate for conversion of Land from Agricultural to Commercial or residential is required and there is no bar for the purpose of creation of equitable mortgage. The provisions of SARFEASI ACT for sale of property in public auction shall be applicable to this property and we shall not cause any interferences/obstructions in exercising the powers of bank for taking the physical & actual possession of my above said property and sale of said Property under Securitization and reconstruction of financial assets and Enforcement of Security Interest Act and the action which may be initiated by the bank shall be acceptable and binding upon me/us. I/we shall abide the rules, notifications, circulars issued or which may be issued from time to time by the bank. The grant of credit facility will be subject to the sole discretion of bank and the bank due to any reason can refuse to sanction and may also refuse to release/disburse the credit facility even after the sanction and creation of mortgage over property. I/we shall abide by the orders of bank for refusing to

sanction/grant/advance and disburse loan/credit facility. The bank can at any time take over the charge and physical possession of above said property.

12. That the above said property has not been attached by any court/office in execution of any decree or otherwise nor is the same subject matter of any notice of sale, auction, actual sale or sale proceedings conducted by any court of law in any case or otherwise.
13. That no portion of the above said property has been reserved for passages or has been let for passage and the same is in my exclusive possession.
14. That the valuation report of the above said property has been prepared by approved valuer of the bank and valuation report is correct and he visited and inspected the property at my/our instance. I/we have shown and identified the property to the said valuer. The identity of the property has also been disclosed by me/us to the said valuer as well as to the officers of the bank. The site plan submitted with the bank is also true and correct and belongs to my above said property offered for mortgage. The advocate has also prepared the legal opinion report on the basis of information, facts and record supplied by me and nothing is wrong in the lawyer opinion report and also in the valuation report.
15. That neither I/we nor any of our my/our successors, administrators, assignee(s) and/or the legal heirs/representatives, nominees of the parties hereto do not have or shall have any right to object to and/or challenge the charge being created by me/us over the above said property in favour of the bank. I/we authorize the bank to take such steps to secure its dues, which remain payable and outstanding from me/us in the event of default, at any time and from time to time as it may deem necessary in its discretion including to protect/or to dispose off and sell the said property.
16. That I/we hereby undertake not to hold the Bank responsible or liable for any loss or damage which I/we may suffer as a result of any act of omission and/or commission accounting to negligence or default on the part of the said Builder/Society or the previous owner of the said property.
17. That I/we are aware that the bank has believed on the declarations made by me/us in this affidavit and on the basis of the declarations made by me/us, has agreed to grant finance against the security of above said property. I/we am/are aware that appropriate civil/criminal proceedings can be initiated against me/us if it turns out that the declarations/presentations made by me/us hereinabove turn out to be incorrect, false or misleading.
18. That State Bank Of Patiala Main Branch **SAHARANPUR** will be competent and shall have the right to realize the dues of loan amount by sale in public/open auction of my/our above mentioned property at any time and without giving any notice to us and I/we am/are depositing the above mentioned original title deeds/Sale deeds of my/our above said property with the above said bank for purpose of creation of equitable mortgage of my above said property in favour of above said bank. The said bank is competent to get its lien marked/noted with the revenue/concerned authorities and I/we have no objection if the loan entry is recorded in the related revenue records.
19. The property offered for mortgage to the bank is not an Agricultural Property and is being used as RESIDENTIAL PLOT . In case of exigency bank can enforce its rights under the SARFAESI ACT -2002 and the same will not be disputed by me at any stage.

Verification :- Verified that the contents of Para Nos. 1 to 19 of the above said affidavit are true and correct to the best of my knowledge and my belief. Nothing has been concluded therein.

DEPONENT/S

ONE PLOT OF LAND (LAND USE CONVERTED AS RESIDENTIAL), BEARING NO. **(B)**, MEASURING 1680 SQ.YDS., EQUIVALENT TO 1404.68 SQ.MTRS., OF WHICH DIMENSIONS ARE **EAST** 121-5 ½ FT., **WEST** 121.-9 ½ FT., **NORTH** 120.1FT., **SOUTH** 128.11FT., COMPRISED IN KHASRA NO. 81M, SITUATED AT VILLAGE ISMAILPUR, PARGANA, TEHSIL & DISTT. SAHARANPUR, BOUNDED BY :-

EAST. PROPERTY OF SELLER

WEST. KHASRA NO. 80 OF SHYAM SINGH

NORTH. PLOT NO. 'A' OF KRISHNAWANTI & SHASHI NAGPAL

SOUTH . PLOT NO. 'C' OF JAGDISH KUMAR DHINGRA & VIJAY KUMAR SETHI

Yours faithfully

STATE BANK OF PATIALA
PUL JOGIYAN, SAHARANPUR

To,
Sri N.K.Nagwan,
Advocate,
Civil Courts, Saharanpur.

Dear Sir,

1. You are requested to make an investigation of title to the properties, more fully described in the schedule below, to enable is to obtain valid and enforceable mortgage of the property (ies), more fully described in Annexure 'A', Annexure 'B' enclosed herein is required to be filled by you with full details. To enable you to make a proper search report, a cheque list in the form of guidelines vide Annexure 'C' is enclosed.
2. Please know that the responsibility of making search of the records required for the purpose at various Govt./revenue offices/ Company Registrar, etc is entirely on you and you shall be liable for any loss caused to the bank due to negligent search on your part or on the part of the agent/servant engaged by you for this purpose.
3. Please do not hesitate to demand any document/record/material required by you for the purpose of making proper investigation into the title to the property of the mortgagor.
4. The search for title/encumbrance is normally required to be made for a period of 30 years. If this is not possible for unavoidable reasons, please note that the search should be at least for 13 years, provided you are entirely satisfied that the 13 years search would be sufficient in the particular facts and circumstances of the matter in hand. If you are not fully satisfied regarding the title to the property by making an investigation/ search for a period of 13 years only, you should invariably ask for further period as you feel necessary, for records and should verify them also.
5. Please note that you are required to verify the original title deeds only, particularly title deeds which are the subject matter of the mortgage. If the original title deeds/documents are not available and certified extracts are produced, kindly examine whether that should be sufficient for creation of a valid and enforceable mortgage and state what precautions are to be taken for the purpose.
6. In case of agricultural land offered as security , please specify as to whether there are any restrictions under the local laws for creation and enforceability of the mortgage of agricultural land.
7. In case of lending by consortium members/multiple lenders and/or extension of mortgages, priority of charges existing in favour of other charge holders, intervening charges created if any will have to be verified in detail, and please advice the Bank as to the restrictions/limitations/impediments, and remedial measures if any.
8. Please ensure that all legal formalities/procedures required under laws are complied with for valid creation of mortgage in favour of the bank. If there are any legal impediments/restrictions, kindly advise as to whether such impediments can be cured and if so, what procedure is to be followed.
9. Please sign the duplicate of this letter acknowledging the receipt of this letter and also confirming the terms and conditions under which you will be providing the required search report and certificate. The format of the certificate to be provided in terms of Annexure 'D'
10. Please acknowledge receipt.

SCHEDULE OF PROPERTY
(AS PER SALE DEED NO. 2360)