# VINAYAK HOMES

**TO WHOMSOEVER- IT MAY CONCERN**

I, Raj Kumar, son of Sh. Ramdev aged 30 years R/o 74, Swami Ji Ki Dhani, Danji Ka Bas, Dantaramgarh, Sikar, Rajasthan – 332703, authorised signatory of the proposed project "VINAYAK HOMES" under M/s VINAYAK HOMES", declares that, we have encumbrance detail on our project "VINAYAK HOMES" as below, kindly take a note;

Financer Name : IIFL Home Finance Limited

Amount : Rs. 5.0150 Crores

For M/s Vinayak Homes

For VINAYAK HOMES

Partner

Partner

Date: 02/05/2022

Place: Jaipur

**IIFL Home Finance Limited**

IIFL HOME LOAN

## Final Sanction Letter

Date : 20/01/2022

Prospect No : 966749

VINAYAK HOMES

Mr. RAJ KUMAR , Mr. SANJAY CHOUDHARY , Mrs. ANITA BIJARNIYA , Mrs. MANOJ DEVI

A 43 , VINAYAK VIHAR, GOKULPURA KALWAR ROAD, JAIPUR, 302012, RAJASTHAN, INDIA

8432044465,8432044465

Dear Customer,

We thank you for choosing IIFL Home Finance Limited (IIFL-HFL). We are pleased to inform you that we have in principal approved loan to you as per Terms & Conditions mentioned below & Overleaf

| | |
|---|---|
| Product | PROJECT FINANCE |
| Loan Amount Sanctioned (INR) | 50150000/- |
| Interest Type | Adjustable Interest Rate (AIR) |
| Base Rate ( IH-LPLR ) | 16.65% |
| Margin (+/-) | -1.65% |
| Rate of Interest | 15.00% |
| Loan Tenor (in years) | 3 |
| Amount Of Each Installment On Monthly Rest (INR) | 1738467/- |
| Total Processing Fees/Other Charges (including GST) (INR) | 1183540/- |
| Processing Fees Paid (INR) | 11000.00/- |
| CERSAI fees (INR) | 118/- |
| Property Address | P NO 12 13 14, VINAYAK VIHAR, GOLYAWAS, GOLYAWAS, JAIPUR, 302020, RAJASTHAN,INDIA, |

Additional conditions to comply prior to disbursal:

VINAYAK HOMES

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## IIFL Home Finance Limited

IIFL HOME LOAN

- Loan to be secured with Insurance.
- Spouse SPDC of required.
- Project to be registered with RERA at 70% completion.
- IIFL Mortgage Board to be displayed at Site.
- NOC to be given on the Payment of Rs. 20 lacs.
- OCR of Plot to be checked.
- RCM/ ZCM to verify min. 30% bookings prior to release of tranche more than 70%. (verification to be done through ATS along with 10% of Booking Amount to be credited in)
- Builders Account in which IIFL has disbursed. In case no such Booking then Pricing to be increased by 2% from then Running ROI.

Form 60 to be collected for ANITA BIJARNIYA , MANOJ DEVI ..
Form 60 to be collected for ANITA BIJARNIYA , MANOJ DEVI ..

Form 60 to be collected for ANITA BIJARNIYA , MANOJ DEVI ..
You have opted for insurance of Rs.150000

Kindly use the Prospect No. as mentioned above in all your further communications with us. Please put your signature as a token of your acceptance of the above stated terms and conditions and retain a copy with yourself. In case of any query or assistance please contact your sales manager Mukesh Kumar Gill at or alternatively you can call us on Helpline Number: 1860-267-3000 . Your Base Branch address is Ambition Tower, Plot No. D-46-B, Offices No. 307 To 312, Malan Ka Chauraha, Agrasen Circle, Subhash Marg,C-Scheme, Jaipur - 302001

**Thanking You,**

**Accepted:**

ANITA BIJARNIYA

MANOJ DEVI

RAJ KUMAR

SANJAY CHOUDHARY

VINAYAK HOMES

**IIFL Home Finance Limited (IIFL-HFL)**

Authorized Signatory



VINAYAK HOMES

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संजय चौधरी

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| Sanction Letter- Terms & Conditions | |
|---|---|
| 1 | The Applicant/s are required to sign this Sanction Letter towards acceptance of all its terms and conditions. |
| 2 | This Sanction Letter is valid for the period of 60 days from the date of issue, subject to compliance of all sanction conditions, including but not limited to payment of applicable processing fee (non refundable), other charges and approval terms. In case, the Borrower fails to pay any fees due, IIFL Home Finance Limited (IIFL-HFL) shall have the right to deduct, such fees payable, from the loan amount at the time of disbursal. |
| 3 | The Sanction of Loan Amount and its terms & conditions are subject to execution of Loan Agreement & other documents and writings with IIFL Home Finance Limited (IIFL-HFL) The terms & conditions of Loan Agreement and/or other transaction documents will prevail upon this letter in case of any contradiction/ conflict/ difference/ inconsistency. |
| 4 | The loan amount will be disbursed on demand. However, IIFL Home Finance Limited (IIFL-HFL) reserves its right to withhold and/or cancel the Loan Facility or any part thereof without assigning any reason. |
| 5 | The loan shall be secured in such manner as may be required by IIFL Home Finance Limited (IIFL-HFL). The security offered towards compliance of terms of the loan facility and repayment of the loan amount, shall have clear and marketable title free from all encumbrances. |
| 6 | The loan facility will be disbursed in lump sum or in suitable periodic installments as may be decided by IIFL Home Finance Limited (IIFL-HFL), considering the need and request of the applicants based on terms of the application, as the case may be, as determined by IIFL Home Finance Limited (IIFL-HFL) and not necessarily as per the terms of the Borrower/s agreement with the builder/contractor. |
| 7 | The applicable interest rate in case of any unforeseen or extraordinary circumstances or sudden changes in market conditions is subject to change by IIFL Home Finance Limited (IIFL-HFL) at its sole discretion. Applicable Interest rate is a summation/difference of the Base rate and the margin at the time of origination & thereafter. The margin between the Base rate and your Adjustable rate of interest will be determined by factors such as your credit grading, quality of security, risk profile of the industry/sector, product level allocable costs etc. |
| 8 | The sanction of the loan shall stand revoked and cancelled in any of the following circumstances : |
| (i) | If any statement in the application or in loan and any other document(s) given by the Borrower or otherwise is found to be misleading or incorrect and/or If there is any material change in the process on the basis of which the loan has, in principle, been offered and/or, |
| (ii) | If any material fact concerning the Borrower's income, employment, or ability to repay or any other relevant aspect of the Borrower's proposal for the loan is suppressed or concealed and/or |
| (iii) | If document(s) submitted by the Borrower and the information contained in the document(s) are not in confirmation with the information provided in the application form submitted by the Borrower and/or |
| (iv) | If Borrower fails to submit the documents as required by IIFL Home Finance Limited (IIFL-HFL) within specified time |
| (v) | Any other reason whatsoever, at the sole discretion of IIFL Home Finance Limited (IIFL-HFL) |
| 9 | The loan shall bear processing fees, prepayment charges and such other charges as specified in the Schedule of Charges and the Applicant/s/Borrower/s confirms that he/she/they has/have perused and understood the same. |
| 10 | For Schedule of Charges and Most Important Terms & Conditions, please refer our Official web site http://iiflhomeloans.com/schedule-of-charges & https://www.iifl.com/sites/default/files/pdf/home-loans-most-important-terms-and-conditions.pdf. respectively. |
| 11 | The Borrower/s agree to provide details to the IIFL Home Finance Limited (IIFL-HFL), from time to time, to comply with the various laws including but not limited to the guidelines of Prevention of Money Laundering Act, 2002. The Borrower's confirm that he/she/they are the beneficial owner of the property mortgaged/securities pledged in favour of IIFL Home Finance Limited (IIFL-HFL) as a security. |
| 12 | In case the applicant/s have opted for Adjustable Rate of Interest : |
| (i) | IIFL Home Finance Limited (IIFL-HFL), Adjustable Interest Rate shall mean and include variable / floating rate of interest with reference to the Base Rate (as applicable) of IIFL Home Finance Limited (IIFL-HFL) together with margin, if any, as specified by IIFL Home Finance Limited (IIFL-HFL) on the date of disbursal and on the beginning of first month of next quarter, in which the base rate is changed. |
| (ii) | Base Rate shall mean and include the Prime Lending Rates of IIFL Home Finance Limited (IIFL-HFL) being offered by IIFL Home Finance Limited (IIFL-HFL) and agreed by the Applicants, more particularly referred in this Sanction Letter. The Current Prime Lending Rates of IIFL Home Finance Limited (IIFL-HFL) are IH – HPLR and IH – LPLR. |
| 13 | Borrowers are strictly advised not to deal in cash and/or advance/hand over cash to any employee/agent/ person representing on behalf of IIFL HFL on any pretext/ground including but not limited to processing of the loan application. IIFL HFL does not subscribe to any such practice(s) |



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| 14 | The borrower company will not induct on its Board any person whose name appears in Willful Defaulters list of any Credit Information Companies / Financial Institutions and that in case such a person is found to be on its Board, it would take expeditious and effective steps for removal of the person from its Board. |

## Most Important Terms and Conditions

The Most Important Terms and Conditions(MITC) of loan between the borrower/s and IIFL Home Finance Limited, having its registered office at IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, MIDC, Thane Industrial Area, Wagle Estate, Thane – 400604 (hereinafter referred as IIFL-HFL) are agreed upon and mentioned below.

**1. Loan**

Sanctioned Amount: Rs. 5,01,50,000.00

**2. Purpose of Loan:** Under construction

**3. Security/Collateral of Loan**

i. Mortgage - P NO 12 13 14, VINAYAK VIHAR, GOLYAWAS, GOLYAWAS, JAIPUR, 302020, Rajasthan,INDIA

ii. Guarantor - MANOJ DEVI

iii. Other security, if any - Not Applicable

**4. Interest**

i. Type : Adjustable Interest Rate (AIR)

ii. Adjustable Interest Rate (AIR) : 15.00 %

iii. Moratorium or Subsidy : Not Applicable

iv. Date of Reset of Interest : first day of January, April, July, and October of every year

**5. Repayment**

i. Installment Types: Monthly

ii. Loan Tenure : 36 months

iii. Total EMI Amount *: 1738467.00

iv. Total No. of Installments for repayment of Loan in EMI (Months)* : 36

v. Modes of Communication : Any change in AIR would be duly communicated to the borrower through SMS/ E-mail/ Courier or any other electronic mode prevalent for the time being, at the contact details available with IIFL HFL.

*Subject to variation in terms of the loan agreement executed / to be executed between the Borrower / s and IIFL HFL. Any change in Adjustable Interest Rates is duly informed to the Borrowers through SMS (vide regd mobile number)/ E-mail (vide regd E-mail ID)/ Postal services like Courier, India Post or any other electronic mode prevalent for the time being. For latest update please visit our web site https://www.iifl.com/home-loans



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6. Conversion charges for switching Floating to Fixed interest, from Floating to Floating interest, from Fixed to Fixed Interest & from Fixed to Floating Interest has been provided in the Switch/ Conversion fees table in 'Most Important Terms and Conditions and Schedule of Charges' on IIFL HFL official website at https://www.iifl.com/sites/default/files/pdf/MITC-SOC.pdf

7. Fee and Other Charges*

During term of loan

| | |
|---|---|
| Retrieval charges for original property document in IIFL custody (before loan closure) | Rs 2000/- per instance |
| Retrieval charges for Copies of loan /copies of property document in IIFL custody | Rs 500/-per instance |
| Cheque / ECS Dishonour Charges | Rs 500/- for each ECS/cheque bounce - Nil on Representation of ECS / Cheque |
| Late Payment Charges | 18% per annum of outstanding EMI |
| Charges for Statement Of Account / Amortization Schedule | Nil |
| Collection Visit Charges | Rs 500/- per instance |
| Collection convenience Fee | For Online Transaction: Rs. 100/- per instance for online collection. This fee would not be charged if customer makes a payment of below INR 500/-<br>For cash Deposit: Rs. 200/- per instance will be charged for depositing cash with channel partners. This fee would not be charged if customer makes a payment of below INR 500/- |
| Issuance of FC statement | Rs 500/- per instance |
| Custodial Fee for property documents in closed loans | Rs 500/- Per month (post 60 Days from Loan Closure Date) |
| Cheque/ECS Swapping charges | Rs 500/- per instance |
| Presentation Charges | For HL- Rs.1000<br>For LAP- Rs.700 |

Note: The above charges are exclusive of applicable taxes, if any.

i. **Fee refundable if loan not sanctioned/ disbursed:** Processing Fee paid by customer for availing the loan is non-refundable.
ii. **Penalty for delayed payments: 18%** per annum of outstanding EMI
iii. All fees/charges are subject to applicable GST.
iv. Stamp duty, e-filing charges, and other statutory dues applicable on the Security/Transaction documents may vary depending on locations and payable by borrower/s in addition to processing fees.

The above mentioned charges / fees are as on date of the Loan Agreement and are subject to change from time to time. For latest updated details of applicable fee and other charges, please refer to the Company's official website https://www.iifl.com/sites/default/files/pdf/MITC-SOC.pdf.

8. Insurance of Property/Borrowers -

i. The Borrower/s shall keep the property under security insured with comprehensive Insurance policy equivalent to the loan outstanding at any point of time during the pendency of the loan with IIFL HFL as the sole beneficiary under said policy / policies.
ii. The Borrower/ s may keep his / their life insured equivalent to loan outstanding at any point of time during the pendency of the loan with IIFL HFL as the sole beneficiary under said policy / policies.

9. Conditions for Disbursement of the Loan

IIFL HFL shall not disburse any home loan to the Borrower unless the conditions mentioned in the Home Loan Sanction Letter and Loan Agreements are complied with, to the satisfaction and sole discretion of IIFL HFL. Few of which are as given below:



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i. The Borrower must fulfil the IIFL HFL's requirement of credit worthiness.
ii. Execution of loan agreement and such other ancillary documents
iii. Submission of Cheques/ECS/ACH or any other clearing system in force for the time being towards repayment of instalments
iv. Creation of security in favour of IIFL HFL.
v. Utilisation of disbursement should be towards acquisition/construction of property or as per the end use specified
vi. The Borrower must disclose every material fact which may affect the borrower's loan proposal:

**10.** Purpose of Loan - IIFL HFL offers a variety of Loan options depending on the requirement of the borrower/s like Home Loan for Purchase/Construction/ Renovation, Home Loan for Purchase of Land / Loan Against Property / Loan for Purchase of commercial property etc. Borrower/s is/are advised to refer the Loan Agreement to know the Purpose of Loan sanctioned.

**11.** Brief procedure to be followed for Recovery of Overdues - On the occurrence of Event of Default as mentioned in the Loan Agreement , the Borrower to be sent reminder from time to time for payment of the outstanding amount on his loan account by Telephone, E- mail, Courier, SMS and / or through third parties appointed for collection purposes to remind, follow-up and collect dues. The Collection methodology broadly includes the following:

**a. Tele- Calling :** It involves contacting the Borrower over the phone and making them aware about the missed due date and requesting to pay the arrears at the earliest.

**b. Field Collection :** It involves meeting the Borrower and collecting the payment of the amount due. The activity shall be carried out through employees of IIFL HFL or authorized representatives. The payment would be collected either in cash or in the form of a cheque/DD against the valid receipt only which will be issued to Borrower.

**c. Legal action** shall be taken based on circumstances of each delinquent account, as per the policy of IIFL HFL and pursuant to the provision of applicable laws. Hence, IIFL HFL shall use a judicious mix of field visit, written communication and legal action to ensure proper and effective coverage for the different category of delinquent account.

**12.** Annual Outstanding Balance Statement - IIFL HFL will issue the Annual Outstanding Balance Statement along with Annual Income Tax Certificate for the preceding Financial Year to all Home Loan Borrowers in the first quarter of every Financial Year.

**13.** Co-lending arrangement - IIFL HFL has entered and may enter into co-lending arrangement with various banks. It is possible that upon independent appraisal process of such banks, the loan account may be selected for co-lending purposes. Upon such selection of the Loan account, an intimation will be sent to the borrower through SMS and/or Email and/or any other suitable means.

**14.** Customer Services

a) Borrower can visit the Service Branch during visiting hours of 10 am –4:30 pm from Monday to Friday (except Public Holidays)

b) Borrower can contact our call centre at 18602673000 (helpline) between 9:30 am - 6:00 pm (toll free)from Monday to Friday (Except Public Holidays).

c) Borrower can reach to Customer Service **https://www.iifl.com/contact-us/home-loan/raise-a-request**

d) Indicative Timelines of common request servicing:
i. Loan account statement – 3 working days from date of request
ii. Photocopy of the title documents – 7 working days from date of request
iii. Return of original documents on closure/transfer of loan – 15 working days from date of closure.
iv. Issuance of foreclosure statement – 15 working days from the date of request.



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**15. Grievance Redressal** - For any service related issue including obtaining documents or in case of any complaint / grievance, the Borrower may communicate in writing, orally, electronically through e - mail, website, telephone and modes given below. The Borrower may contact our Office through any of the following channels:

- By telephonic communication with our call centre at 1860 267 3000(helpline) between 9:30 am – 6 pm from Monday to Friday (Except Public Holidays).
- By way of online request https://www.iifl.com/contact-us/home-loan/raise-a-request
- By way of written letter addressed to Customer Service - Home Loans, IIFL Home Finance Ltd, IIFL House, Sun Infotech Park, Road No. 16V,Plot No.B-23, Thane Industrial Area, Wagle Estate, Thane – 400604
- By way of physically visiting the Service Branch and lodge a complaint in the Complaint Register maintained at our branches

In case the response is unsatisfactory or no response is received from above mentioned sources, the complaint may be escalated to: Grievance Redressal Officer at GRO@iifl.com, IIFL Tower, 98, UdyogVihar, Phase-IV, Gurgaon, Haryana -122015

Borrower can further escalate the complaint to: Nodal Officer: NO@iifl.com,IIFL Tower, 98, UdyogVihar, Phase-IV, Gurgaon, Haryana -122015

In case the complainant is dissatisfied with the response received from IIFL HFL or where no response is received, the Complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaint in online mode at the link https://grids.nhbonline.org.in OR in offline mode by post, in prescribed format, available at link http://www.nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93Physical - Mode.pdf to Complaint Redressal Cell, Department of Regulation & Supervision, National Housing Bank, 4th Floor, Core 5A, India Habitat Centre, Lodhi Road, New Delhi – 110003

It is hereby agreed that for detail terms and conditions of the Loan, the parties here to shall refer to and rely upon the loan and other security documents executed / to be executed by them.

The above terms and conditions have been read by the borrower/s / read over to the borrower,understood and agreed upon borrower/s.

**This is a system generated Letter and does not need any signature**



**VINAYAK HOMES**

संजय PARTNER

संजय चौधरी

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# e-Challan

## Registration and Stamps department

Government of Rajasthan

GRN: **0057781097** Payment Date: **18/01/2022 12:23:12**

Office Name: **SUB REGISTRAR-III REGISTRATION & STAMPS, JAIPUR**

Location: JAIPUR (CITY)

Period: 29/11/2021-To-18/01/2022

| S.No | Purpose/Budget Head Name | Amount (₹) |
|---|---|---|
| 1 | 0030-03-800-01-00-अन्य प्रप्तियां | 100.00 |
| | Commision(-): | 0.00 |
| | Total/NetAmount: | **100.00** |

**One Hundred Rupees and Zero Paise Only**

**Payee Details:**

| | |
|---|---|
| Full Name: **ADV. B.S. RATHORE** | Tin/Actt.No./VehicleNo./Taxid : |
| Pan No.(If Applicable): | City(Pincode): JAIPUR(302012) |
| Address:Plot No. 12 13 & 14, KNo 396, 397, 148, 148/1, 148/2, 150 In Scheme Vinayak Vihar at manpurdevri | Remarks:Ms VINAYAK HOMES Registered Office Plot No. A 43 Vinayak Viha, Gokulpura Kalwar Road Jaipur Raj as Through Partner 1 Shri Raj kumar son of Ramdev 2 shri sanjay choudhary son of Shri Rameshwar lal |

**Payment Details:** Challan No. - **0**

| | | | |
|---|---|---|---|
| Bank: | State Bank Of India | Bank CIN No: | **000632684372118012022** |
| Date: | 18/01/2022 12:23:12 | Refrence No: | **IK0BMIGIO4** |

*Computer generated copy on : 18/01/2022* *Courtsy : https://Egras.raj.nic.in*

BHANWAR SINGH RATHORE
ADVOCATE & NOTARY PUBLIC
RAJASTHAN HIGH COURT,
JAIPUR
Email. bsr.chitawa@gmail.com

OFFICE ADD:-
Shop :- 03, 9 Dukan, Opp. SBI Bank, Main Kalwar Road, Jaipur Rajasthan

Mob No. +919414445287

ADVOCATE

DATE: 18-01-2022

# SPECIAL REPORT ON TITLE

**Reg. : Opinion on investigation of title and obtaining of search report in respect of a property Plot No. 12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan Total Area 1771.87 Sq Yds. presently belonging to M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan.**

| Sr. No | ASPECTS TO BE CONSIDERED | COUNSEL'SSTATEMENT |
|---|---|---|
| A | **PARTICULARS** | |
| 1. | Name of the Borrower with address: | **M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012** |
| 2. | 1. Name of the person offering Mortgage with parentage /constitution and address: | **M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012** |
| 3. | Details of the property to be mortgaged : As per title deed_________ As per present__________ position | The Specified portion of the property mentioned in para no. 4 |
| B | **INVESTIGATIONS** | |
| 1. | Details of the title deeds/ documents (including Link Deeds/ Parent deeds) to the mortgage (with full particulars regarding nature of document, date of executing and details of registration). | **1. Registered of Patta No. 4815, dt. 29-11-2021, Issued by JDA In Favour of M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan With Respect to The Said Property i.e. Plot No.** |

BHANWAR SINGH RATHORE
(ADVOCATE)

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| | | **12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan duly Registered with registrar of assurances the Sub register Jaipur-III, Jaipur on dated 30-11-2021 vide Book No. 01, Volume No. 846, Page No.133, Sr. No. 202103017109621 Additional Book No.01, Volume No. 3408, Page No.761 to 774. For the area of 1771.87 Sq. Yds.**<br>**2. Map approval Dated 28-12-2021**<br>**Plot No. 12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan Through Letter JDA/PRN-SOUTH II/2021/D-1869 Dated 28-12-2021 issued By Jda Jaipur Favor of M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan, For the Area of 1771.87 Sq. Yds.** |
| **3. 12 4.** | Whether documents given to the counsel are original one or more copies of documents? (Counsel should examine original documents only and if any of the documents in original is not shown, the details of the document be given with reasons thereof) | |
| **5.** | Whether documents given as original title deeds raise any doubt or suspicion? | No, there is no doubt in above title deed |
| **6.** | 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, tallied. |
| **7.** | Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office? | Yes |

BHANWAR SINGH RATHORE
(ADVOCATE)

| | | |
|---|---|---|
| 8. | Whether the photographs of parties as affixed in conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office? | As per Sub-Registrar's office record photographs of parties affixed on title deed are tally and found same. |
| 9. | Whether contents as given in the itle deed tally verbatim with the contents as stated in the certified copy obtained from the registrar's office? If not variations be specified. What is its effect? | As per Sub-Registrar's office record contents of title deed are tally and found same. |
| 10. | Whether the property has been mutated in the name of the person offering the mortgage? | Yes |
| 11. | Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated ? | Yes |
| 12. | 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 nonagricultural purposes). | No |
| 13. | Whether there 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 |
| 14. | Whether all the approvals, clearance 1 sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained ? | Yes |
| 15. | Whether the property is ancestral or under joint ownership or the minor is having interest in the property ? If so, its effect thereof. | Na |
| 16. | Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894? | No |
| 17. | Whether Urban Land Ceiling Act is applicable in the State where the property is located ? | No |
| 18. | In case of leasehold property whether permission/ NOC from the lessor is required for ereation of mortgage ? whether permission of the lessor / NOC is obtained? | Yes |
| 19. | What is the rate of sharing of unearned income with lessor, in the event of sale of the property? | NA |
| 20. | Whether copy of title deed favouring lessor (other than Govt.) is made | Na |

BHANWAR SINGH RATHORE
(ADVOCATE)

| | | |
|---|---|---|
| | available to examine the validity of the lease? | |
| 21. | Whether terms & conditions given in the lease deed have been complied with? If any condition is violated, effect thereof. | Yes |
| 22. | Whether any permission of Income Tax Authorities IAssessing 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? | No |
| 23. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings? | N.A. |
| 24. | Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding toward the mortgagor? (Copies of revenue record be submitted to the Bank while submitting the Certificate of Title Investigation.) | N.A. |

**DATE:** 18-01-2022
**PLACE:** JAIPUR

**BHANWAR SINGH RATHORE**
**ADVOCATE**
**Add.- Shop :- 03, 9 Dukan, Opp. SBI Bank,**
**Main Kalwar Road, Jaipur Raj. 302012**

BHANWAR SINGH RATHORE
ADVOCATE

**BHANWAR SINGH RATHORE**

**ADVOCATE & NOTARY PUBLIC**

**RAJASTHAN HIGH COURT, JAIPUR**

**Email. bsr.chitawa@gmail.com**

**OFFICE ADD:-**

**Shop :- 03, 9 Dukan, Opp. SBI Bank, Main Kalwar Road, Jaipur Rajasthan**

**Mob No. +919414445287**

ADVOCATE

# CERTIFICATE

**REFERENCE NO.........**

**ENTRY SERIAL NO......./REGISTER NO........OF YEAR 2022**
**(Counsel to give serial no......... to the certificate as entered in register of searches maintained by him)**

DATE: 18-01-2022

**Reg. Opinion on investigation of title and obtaining of search report in respect of a property Plot No. 12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan Total Area 1771.87 Sq Yds. presently belonging to M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan**

Sir,

In the above Captioned matter, I submit my legal opinion as under:
As requested, I have conducted the legal investigation of the title and made a search of record 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 deeds and contents thereof tally with the information as stated in the records of office of Sub-Registrar- III Jaipur and will executed sub Registrar III Jaipur of assurances as well as with certified copy of the title deed, which was obtairied by me is enclosed with this certificate.

I further certify that the photograph of owner affixed/seen in the title deed tally with records of registration office as well as certified copy of the title deed.

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



BHANWAR SINGH RATHORE
(ADVOCATE)

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) **(i) Lease Deed (JDA Patta) Dated 29-11-2021**

Registered of Patta No. 4815, dt. 29-11-2021, Issued by JDA In Favour of M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan With Respect to The Said Property i.e. Plot No. 12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan duly Registered with registrar of assurances the Sub register Jaipur-III, Jaipur on dated 30-11-2021 vide Book No. 01, Volume No. 846, Page No.133, Sr. No. 202103017109621 Additional Book No.01, Volume No. 3408, Page No.761 to 774. For the area of 1771.87 Sq. Yds.

2) **Map approval Dated 28-12-2021**

Plot No. No. 12, 13 & 14, (K.No. 396, 397, 148, 148/1, 148/2, 150) In Scheme Vinayak Vihar, At Village Manpur Devri URF Golyawas, Jaipur Rajasthan Through Letter JDA/PRN-SOUTH II/2021/D-1869 Dated 28-12-2021 issued By Jda Jaipur Favor of M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan, For the Area of 1771.87 Sq. Yds.

The document which are supplied to me for search are in accordance and searched by me in sub reg. Offices and on the basis of aforesaid search from 2021-22 does not disclose any encumbrances/disclose encumbrances as stated there in.

I have given opinion earlier on investigation of title relating to the same property as detailed hereunder:

Name of lender

Date of opinion & reference no. (if any )

Remarks

I find following defects/No defects in the title of the person offering mortgage:

I hereby certify that **M/s VINAYAK HOMES, Registered Office Plot No. A-43, Vinayak Vihar, Gokulpura, Kalwar Road, Jaipur Raj. 302012 as Through Partner (1) Shri Raj kumar s/o Ramdev Age 31 Years, Address –74, Sawami Ki Dhani, Dhanji ka Bas, Tehsil Dantaramgrah, District Sikar Rajasthan, (2) Shri Sanjay Choudhary s/o Shri Rameshwar Lal Parswal Age 26 Years, Address –Ward No. 12, Prempura, Dantaramgrah, Sikar, Rajasthan,** has a clear, valid and marketable title over the above said.

BHANWAR SINGH RATHORE
( ADVOCATE )

The valid mortgage can be created by deposit of the following original title deed.

The said title deeds are original and genuine and are not duplicate or fake as observed by me. (Give here under details of title deeds which are required to be deposited to create equitable mortgage)

1. Lease Deed (JDA PATTA) Dated 29-11-2021
2. Map approval Letter 28-12-2021


**BHANWAR SINGH RATHORE**
**ADVOCATE**
**Add.- Shop :- 03, 9 Dukan, Opp. SBI Bank, Main Kalwar Road, Jaipur Raj. 302012**


Encl: 1.Specal Report
2.Chain of title
3.Copy of Title Deed and link deeds.
4.Search Report

BHANWAR SINGH RATHORE
( ADVOCATE )