Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : BHILWARA

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 10-02-2022 5:52 PM

Fee Receipt No	:	202202026004757	Receipt Date	:	10/02/2022
Name	:	Ajay Nahar Advocate, Shri Krishna Cotton Ginning & Pressing Factory Bhilwara & Shri Narendra S/o Shri Mohan Lal Kothari R/o Bhilwara	Document S. No.	:	202201026004687
Address	:	Plot No. 1/2737 to 2739, 2742/2, 2742/3 at Pur Road Bhilwara			
Document Type	:	Inspection And Search			
Face Value	:	₹ 0	Evaluated Value	:	₹ 0
Ord-Registration Fee	:	₹ 0	Fee for Memorandum Us_64_67	:	₹
CSI	:	₹ 0	Certified copying fees Us_57	:	₹ 0
Stamp (Memorandum)	:	₹	Reg (memorandum)	:	₹
Surcharge	:	₹ 0	Stamp Duty	:	₹ 0
Penalty	:	₹ 0	Inspection fee	:	₹ 1550
Us_25_34	:	₹ 0	Commission	:	₹ 0
Custody	:	₹	Others	:	₹ 0
			Cash Amount Received	:	**₹ 0**
From Year 1992 To Year 2022			**Other than Cash**	:	**₹ 1550**
			Total Amount	:	**₹ 1550**

AJAY NAHAR
Advocate

22/259, Rajendra Marg,
Bhilwara (Raj.) 311001
Ph. : 01482-223239 (R)
96942-10222 (M)
E-mail –ajayknahar@hotmail.com

Date: - 10.02.2022

STATE BANK OF INDIA

BRANCH- INDUSTRIAL ESTATE, BHILWARA

1. Name of Borrower with full Address

Shri Krishna Cotton Ginning and Pressing Factory (Partnership Firm)
Old RTO Road, Pur Road, Bhilwara.

2. Property which is being mortgage

Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara belongs to Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara.

LIST OF DOCUMENTS WOULD CREATE A VALID AND ENFORCEABLE MORTGAGE

1. Original Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan dt. 19.01.2022 executed by UIT, Bhilwara in favour of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara & regd. on 27.01.2022, Book No. 1, Zild No. 742, Page No. 84, Sl No. 202203026101228 with Sub Registrar Bhilwara First.
2. Photocopy of Revised Deed of Partnership dt. 01.11.2015 executed between Shri Bhanwar Lal Kothari, Shri Ashok Kumar Kothari, Smt. Chanda Kothari, Shri Narendra Kumar Kothari, Smt. Lad Kanwar Kothari, Shri Sandeep Kumar Kothari, M/s Jasolmaa Marble & Industries Ltd. through Director Shri Sourabh Kothari, Shri Raghuveer Singh Nenawati.
3. Photocopy of Registration Certificate of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara No. 1759/60 dt. 07.12.2015 issued by Registrar of Firms Rajasthan Jaipur.

AJAY NAHAR
Advocate

AJAY NAHAR
ADVOCATE

Encl.

1. Search Receipt No. 202202026004757 dt. 10.02.2022 of Sub Registrar Bhilwara.
2. Affidavit of Shri Ashok Kumar Kothari S/o Shri Mohan Lal Kothari Partner Shri Krishna Cotton Ginning and Pressing Factory Bhilwara. & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara.

Annexure-I

AJAY NAHAR
Advocate
259, Rajendra Marg,
Bhilwara (Raj.) 311001
9694210222 (M)

No. ADV/2020-21/____ Date : 09.02.2022

Madam/ Dear Sir,

1. You are requested to make an investigation of title to the properties more fully described in the Schedule A-1 below, to enable us to obtain a valid and enforceable mortgage of the said property(ies).
2. Please know that the responsibility of making search of the records required for the purpose at various Govt./ registering authority/ 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/authorized representative engaged by you for this purpose.
3. Please note that you have to make an actual and personal inspection of relevant books and indexes maintained/kept in the office(s) of sub-registrar, office of registrar and other relevant offices wherever applicable. The search should cover all the sub registrar/registrar offices wherein the title documents are registered as well as such offices where such registration is legally possible.
4. Please also note to obtain certificates of encumbrance (EC) from the relevant offices (wherever such facility is available) to ensure that there are no subsisting charges/encumbrance on the property offered as security.
5. 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.
6. In respect of all cases where the loan amount is less than Rs.1.00 crore, you have to make search of the title of the property for not less than 13 years if it establishes clear and marketable title.

   However, if the flow of title is not clear or in the event of any ambiguity about the title after search for 13 years, you may make search for not less than 30 years.

   In respect of all cases where the loan amount is Rs.1.00 crore and above, you have to make search of the title of the property for not less than 30 years irrespective of the fact that clear and marketable title is established by a shorter search of 13 years.

   In case of Builder Tie Ups (in case of Home Loans), for approval of the project search of the title for not less than 30 years is mandatory.
7. 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.
8. You are also required to obtain the certified copies of all the relevant title documents directly from the office of the concerned sub-registrar/ registrar office and compare the same with the documents submitted by the customer. Please also attach all such certified copies along with your Report along with the receipt for fees paid for obtaining certified copies.
9. In case of agricultural lands 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 lands.
10. 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 advise the Bank as to the restrictions/ limitations/ impediments, and remedial measures if any.

11. Please advise about all legal formalities/procedures required under laws to be 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.
12. Please note that at no circumstances, you should submit a title investigation report (TIR) certifying clear and marketable title of the property with conditions or stipulations to be complied.
13. Please sign the duplicate of this letter acknowledging the receipt of the documents detailed in the Schedule A-1 and acceptance of the aforesaid stipulations under which you will be providing the required search report and certificate. The format of the TIR and Certificate on Title to be given as per Bank's standard format, i.e. Annexure-B and Annexure-C.
14. The TIR along with all the original documents and certified copies of documents are to be submitted directly to the Branch concerned and in no circumstances the same to be handed over to the borrower / guarantor or his / their agent/representative.
15. Please acknowledge receipt.

Yours faithfully,

Signature	
Name	
Designation	
Branch/Unit	SBI, Industrial Estate, Bhilwara
Contact details	

Date:-09.02.2022

Annexure-A1

Details of the property offered as the security

(To be prepared by the branch)

1.	a) Name & Constitution of the Borrower			**Shri Krishna Cotton Ginning and Pressing Factory (Partnership Firm) Old RTO Road, Pur Road, Bhilwara**	
	b)Whether the loan proposal is for Rs. 1.00 crore and above? (Search for not less than 30 years is mandatory in such cases.)			-	
2.	Name and constitution of the intended mortgagor			Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara	
3.	Relationship between intended mortgagor and borrower (Please specify whether the intended mortgagor and borrower are one and the same or related as guarantor, co-borrower, power of attorney, etc.)			Borrower / Guarantor	
4.	Description of property/ properties			Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara	
4.1	Survey / Door No.			Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3	
4.2	Extent			Measuring 39221.72 Sq. Yards	
4.3	Location			Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara	
4.4	Boundaries				
	East	West	North	South	
	Road 60', Sandeep Bajaj Showroom	Other Land & Road 60'	Ranbanka Resort	Road 120'	
5.	List of documents delivered to Advocate for verification (specify original/certified extracts/ copies, etc.				
	1. Photocopy of Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan dt. 19.01.2022 executed by UIT, Bhilwara in favour of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara & regd. on 27.01.2022, Book No. 1, Zild No. 742, Page No. 84, Sl No. 202203026101228 with Sub Registrar Bhilwara First. 2. Photocopy of Revised Deed of Partnership dt. 01.11.2015 executed between Shri Bhanwar Lal Kothari, Shri Ashok Kumar Kothari, Smt. Chanda Kothari, Shri Narendra Kumar Kothari, Smt. Lad Kanwar Kothari, Shri Sandeep Kumar Kothari, M/s Jasolmaa Marble & Industries Ltd. through Director Shri Sourabh Kothari, Shri Raghuveer Singh Nenawati. 3. Photocopy of Registration Certificate of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara No. 1759/60 dt. 07.12.2015 issued by Registrar of Firms Rajasthan Jaipur.				
6.	Location Details			Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq.	

		Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara
6.1	Complete postal Address of the property/ properties.	Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara
6.2	Prominent landmark	Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara
6.3	Bus route	
6.4	Bus stop	
7	Rough location sketch	
7.1	Approach sketch to the location	
7.2	Exact location of construction/ purchase and working plan	
8.	Please mention details about the builder (if applicable)	
8.1	Name of the Firm	
8.2	Address of the Firm	
8.3	Telephone No.	
8.4	Contact person	
8.5	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.	

Yours faithfully,

Signature	
Name	
Designation	Processing Officer
Branch/Unit	SBI, Industrial Estate, Bhilwara
Contact details	

AJAY NAHAR
Advocate

22/259, Rajendra Marg,
Bhilwara (Raj.) 311001
Ph. : 01482-223239 (R)
96942-10222 (M)
E-mail –ajayknahar@hotmail.com

Date: - 10.02.2022

Annexure – B

Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India, Br. Industrial Estate, Bhilwara.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	
	c) Name of the Borrower	**Shri Krishna Cotton Ginning and Pressing Factory (Partnership Firm) Old RTO Road, Pur Road, Bhilwara**
2.	a) Name of the unit / concern / company / person offering the property/ (ies) as security.	Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara
	b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.	Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara
	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 including the following details.	
	(a) Survey No.	
	(b) Door/House no. (in case of house property)	Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3
	(c) Extent/ area including plinth/ built up area in case of house property	Measuring 39221.72 Sq. Yards
	(d) Locations like name of the place, village, city, registration, sub-district etc.	Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara

Boundaries :-

East by	West by	North by	South by
Road 60', Sandeep Bajaj Showroom	Other Land & Road 60'	Ranbanka Resort	Road 120'

a) Particulars of the documents scrutinized-serially and chronologically.

1. Original Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan dt. 19.01.2022 executed by UIT, Bhilwara in favour of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara & regd. on 27.01.2022, Book No. 1, Zild No. 742, Page No. 84, Sl No. 202203026101228 with Sub Registrar Bhilwara First.
2. Photocopy of Revised Deed of Partnership dt. 01.11.2015 executed between Shri Bhanwar Lal Kothari, Shri Ashok Kumar Kothari, Smt. Chanda Kothari, Shri Narendra Kumar Kothari, Smt. Lad Kanwar Kothari, Shri Sandeep Kumar Kothari, M/s Jasolmaa Marble & Industries Ltd. through Director Shri Sourabh Kothari, Shri

A. K. Nahar

	Raghuveer Singh Nenawati. 3. Photocopy of Registration Certificate of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara No. 1759/60 dt. 07.12.2015 issued by Registrar of Firms Rajasthan Jaipur.				
	a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified		Document no. 1 is original & document no. 2 to 3 is photocopies.		
	Note: Only originals or certified extracts from the Registering / land / revenue / other authorities be examined				
	Si.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	19.01.2022	Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan executed by UIT, Bhilwara in favour of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara.	Original	
	2	01.11.2015	Revised Deed of Partnership executed between Shri Bhanwar Lal Kothari, Shri Ashok Kumar Kothari, Smt. Chanda Kothari, Shri Narendra Kumar Kothari, Smt. Lad Kanwar Kothari, Shri Sandeep Kumar Kothari, M/s Jasolmaa Marble & Industries Ltd. through Director Shri Sourabh Kothari, Shri Raghuveer Singh Nenawati.	Photocopy	
	3	07.12.2015	Registration Certificate of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara No. 1759/60 issued by Registrar of Firms Rajasthan Jaipur.	Photocopy	
5.	a) 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 original receipts of fees paid for obtaining certified copy of documents/ search/ encumbrance certificate along with the TIR. **Search Receipt No. 202202026004757 dt. 10.02.2022 of Sub Registrar Bhilwara.**				
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have		-		

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	been verified page by page with the original documents submitted?	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Not Applicable
6.	a) Whether the record of registrar office or revenue authorities relevant to property in question are available for verification through any portal or computer system ?	No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard	-
	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?	-
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	**Sub-Registrar Bhilwara**
	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?	There is no possibility of registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. So no need to searches at above offices.
	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?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. **Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara has been regularized by UIT, Bhilwara to Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara vide Regd. Patta Vilekh (Leasehold to Freehold)**	

	Commercial with Site Plan dt. 19.01.2022. As such they being owner of this property can deposit title deed of property in favour of bank.	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Freehold Right
10	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	-
	b) lessee is permitted to mortgage the Leasehold right,	-
	c) duration of the Lease/unexpired period of lease,	-
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	-
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	-
	f) Right to get renewal of the leasehold rights and nature thereof.	-
11.	If Govt. grant / Regularization / Allotment / Lease-cum-Sale Agreement, whether; grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property,	Not Applicable
12	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
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.	Not Applicable
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	No Gift/Settlement Deed.
	a) The Gift/Settlement Deed is duly stamped and registered;	-
	b) The Gift/Settlement Deed has been attested by two witnesses;	-
	c) The Gift/Settlement Deed transfers the property to Donee;	-
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	-
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	-
	f) Whether the Donee is in possession of the	-

Adv. Nahar

	gifted property;	
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage	-
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	-
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 create a valid and enforceable mortgage.	No Partition / Family Settlement Deed
	(b) 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?	-
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereof	-
	(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.	-
	(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?	-
16	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	-
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	-
	(c) Whether the property is mutated on the basis of will?	-
	(d) Whether the original will is available?	-
	(e) Whether the original death certificate of the testator is available?	-
	(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.)	-

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?	-
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	-
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.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	-
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?	-
	(c) If so additional precautions / permissions to be obtained for creation of valid mortgage?	-
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	-
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.	No
	(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?	-
	(c) In the case of conversion of agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	-
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	No
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	There is no procedure & system in department to verify. Affidavit of deponent (Borrower) taken for this purpose.

	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	-
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	There is no procedure & system in department to verify. Affidavit of deponent (Borrower) taken for this purpose.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	-
	(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.	-
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	-
	(c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm.	-
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 charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not Applicable
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not Applicable
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	-
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	-
	iv) If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied?	-

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	Yes/No	
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.	Not Applicable
27.	(a) Whether any POA is involved in the chain of title?	No
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement - cum - Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law.	-
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies / Firms/Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized Representatives to sign Flat Regularization / Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats / units (Builder's POA) or (ii) other type of POA (Common POA).	-
	(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.	-
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	-
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	-
	ii Whether the POA is a registered one?	-
	iii. Whether the POA is a special or general one?	-
	iv Whether the POA contains a specific authority for execution of title document in question?	-
	(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?)	-
	(g) Please comment on the genuineness of POA?	-
	(h) The unequivocal opinion on the enforceability and validity of the POA?	-

A. K. Nahar

28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	-
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Not Applicable
	(a) Promoter's / Land owner's title to the land / building;	-
	(b) Development Agreement/Power of Attorney;	-
	(c) Extent of authority of the Developer/builder;	-
	(d) Independent title verification of the Land and/or building in question;	-
	(e) Agreement for sale (duly registered);	-
	(f) Payment of proper stamp duty;	-
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	-
	(h) Approval of building plan, permission of appropriate / local authority, etc.;	-
	(i) Conveyance in favour of Society / Condominium concerned;	-
	(j) Occupancy Certificate / Regularization / Allotment letter / letter of possession;	-
	(k) Membership details in the Society etc.;	-
	(l) Share Certificates;	-
	(m) No Objection Letter from the Society;	-
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	-
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	-
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	-
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	-
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.	Not Applicable
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and	Not Applicable

	if so, satisfaction of charge, if any.	
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	-
34	Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.	Not Applicable
35	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Yes
36	(a) Whether the property offered as security is clearly demarcated?	Bank Officer should be confirming.
	(b) Whether the demarcation / partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	-
	(a) Document in relation to electricity connection;	Vacant Plot
	(b) Document in relation to water connection;	Vacant Plot
	(c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	(d) Other utility bills, if any.	Not Applicable
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.	No
39	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	No difference / discrepancy in title documents.
40	Any bar/restriction for creation of mortgage under any local or special enactments,	No

	details of proper registration of documents, payment of proper stamp duty etc.	
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	**Yes**
	Property is SARFAESI compliant (Y/N)	**Yes**
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly-certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
43	Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws	Not Applicable
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.	**Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara**
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	-
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	-
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	-

Date:**10.02.2022**
Place: **Bhilwara**

Signature of the Advocate

AJAY NAHAR
Advocate

22/259, Rajendra Marg,
Bhilwara (Raj.) 311001
Ph. : 01482-223239 (R)
96942-10222 (M)
E-mail –ajayknahar@hotmail.com

Date:- 10.02.2022

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

1. 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.
2. 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.
3. 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.
4. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period of 30 years from 1992 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
5. In case of second/subsequent charge in favor of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable).
7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **Shri Krishna Cotton Ginning and Pressing Factory (Partnership Firm) Old RTO Road, Pur Road, Bhilwara.**
8. I certify that Shri/ Smt/ M/s. **Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara** 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.
9. 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:

....2

Ajay Nahar

a. **Original Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan dt. 19.01.2022 executed by UIT, Bhilwara in favour of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari R/o Bhilwara & regd. on 27.01.2022, Book No. 1, Zild No. 742, Page No. 84, Sl No. 202203026101228 with Sub Registrar Bhilwara First.**

b. **Photocopy of Revised Deed of Partnership dt. 01.11.2015 executed between Shri Bhanwar Lal Kothari, Shri Ashok Kumar Kothari, Smt. Chanda Kothari, Shri Narendra Kumar Kothari, Smt. Lad Kanwar Kothari, Shri Sandeep Kumar Kothari, M/s Jasolmaa Marble & Industries Ltd. through Director Shri Sourabh Kothari, Shri Raghuveer Singh Nenawati.**

c. **Photocopy of Registration Certificate of Shri Krishna Cotton Ginning and Pressing Factory Bhilwara No. 1759/60 dt. 07.12.2015 issued by Registrar of Firms Rajasthan Jaipur.**

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

11. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara and bounded as under –

East	*	**Road 60', Sandeep Bajaj Showroom**
West	*	**Other Land & Road 60'**
North	*	**Ranbanka Resort**
South	*	**Road 120'**

Place:- **Bhilwara**
Date:- **10.02.2022**

Signature of the Advocate

AFFIDAVIT OF BORROWER/GURANTOR/SELLER REGARDING OWNERSHIP OF IMMOVABLE PROPERTY

Before the Branch Manager – SBI, Industrial Estate Bhilwara

Affidavit I **Shri Ashok Kumar Kothari S/o Shri Mohan Lal Kothari Partner Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari Age adult R/o Bhilwara** do hereby swear on oath as here under:-

1. That the name of the deponents is **Shri Ashok Kumar Kothari S/o Shri Mohan Lal Kothari Partner Shri Krishna Cotton Ginning and Pressing Factory Bhilwara & Shri Narendra Kumar S/o Shri Mohan Lal Kothari Age adult R/o Bhilwara** the latest photograph of the deponent is affixed here to on the top.
2. That the deponent is the owner of **Commercial Plot No. 1/2737 to 2739, 2742/2, 2742/3, Measuring 39221.72 Sq. Yards, Situated at Araji No. 2737 to 2739, 2742/2, 2742/3, Revenue Village Bhilwara** and the details with boundaries of which are given below:-

East	*	**Road 60', Sandeep Bajaj Showroom**
West	*	**Other Land & Road 60'**
North	*	**Ranbanka Resort**
South	*	**Road 120'**

3. That the property mentioned above in para 2 has been Allotted by the deponent(s) from UIT, Bhilwara (Seller) through Regd. Patta Vilekh (Leasehold to Freehold) Commercial with Site Plan dt. 19.01.2022 entered in his favour in the office of Sub Registrar Bhilwara First at Book No. 1 dt. 27.01.2022.
4. That the property mentioned above is in the physical possession of the deponents (s).
5. That the property aforesaid is free from all encumbrances, lien or an agreement to transfer or any other encumbrance.
6. That no award, suit or appeal is pending before any arbitrator of court, tribunal in respect of the aforesaid property or/and is not under any attachment or revenue recovery.
7. That there are no dues or over dues against the deponent(s) of co-operative societies, Municipal Board/Zilla Development office, Tax Authorities or any Bank or any other agency.
8. That the aforesaid property has not been acquired by the Govt. or any other agency or is not under process of acquisition and nor it comes under any present ceiling laws.
9. That the title deed(s) of the deponent(s) to the aforesaid property is original and not duplicate or fake one.

Deponent _____

That the contents of this affidavit from para No. 1 to 9 are true to the personal knowledge of the deponent(s).

Verified at Bhilwara

Deponent _____

Cashier SUB-REGISTRAR

Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : BHILWARA

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 27-01-2022 12:21 PM

Fee Receipt No	:	202202026002715	Receipt Date	:	27/01/2022
Name	:	SHRI KRISHNA COTTON GINNING AND PRESSING FACTORY JARIYE NARENDRA KOTHARI	Document S. No.	:	202201026002654
Address	:	59 ,KASHIPURI ,BHILWARA ,BHILWARA			
Document Type	:	Lease Deed Free Hold			
Face Value	:	₹ 0	Evaluated Value	:	₹ 0
Ord-Registration Fee	:	₹ 300	Fee for Memorandum Us_64_67	:	₹
CSI	:	₹ 200	Certified copying fees Us_57	:	₹ 0
Stamp (Memorandum)	:	₹	Reg (memorandum)	:	₹
Surcharge	:	₹ 150	Stamp Duty	:	₹ 500
Penalty	:	₹ 0	Inspection fee	:	₹ 0
Us_25_34	:	₹ 0	Commission	:	₹ 0
Custody	:	₹	Others	:	₹ 0
			Cash Amount Received	:	**₹ 0**
			Other than Cash	:	**₹ 1150**
			Total Amount	:	**₹ 1150**

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 58080345 ₹ 1020 # Stamp N.A. ₹ 130

Signature of presenter or applicant for copy or Search certificate

Signature of recipient and date of return receipt

Cashier

SUB-REGISTRAR

कार्यालय नगर विकास न्यास, भीलवाड़ा
पट्टा–विलेख (लीज होल्ड से फ्री होल्ड)
"व्यवसायिक"

"स्थानीय निकाय की योजनाओं में राजस्थान नगरीय भूमि नियंत्रण नियम, 1974 के अन्तर्गत पट्टा विलेख"

क्रमांक : न.वि.न्यास / PSKS2021/ 00008 दिनांक 19 JAN 2022

पट्टा धारक का नाम :– **श्री कृष्णा कॉटन जिनिंग एण्ड प्रेसिंग फैक्ट्री भीलवाड़ा एवं नरेन्द्र कोठारी पुत्र श्री मोहन लाल कोठारी**

निवासी– **भीलवाड़ा**

भूखण्ड संख्या **1/2737 से 2739, 2742/2, 2742/3** क्षेत्रफल **39221.72** वर्ग गज योजना राजस्व ग्राम **भीलवाड़ा** में स्थित है।

नगर विकास न्यास, भीलवाड़ा द्वारा पट्टा धारक के पक्ष में उक्त भूखण्ड का पट्टा दिनांक .....को निम्न शर्तों के अध्याधीन निष्पादित किया जाता है।

पट्टा धारक के हस्ताक्षर

1.....

2.....

प्राधिकृत अधिकारी के हस्ताक्षर मय मोहर

सचिव
नगर विकास न्यास,
भीलवाड़ा

पट्टा विलेख की शर्तें :–

1. पूर्व में लीज होल्ड पट्टा क्रमांक **3254** दिनांक **01/12/2009** को जारी किया गया जिसका उप पंजीयक कार्यालय भीलवाड़ा में पंजीयन करवाया गया था जो दिनांक **03/12/2009** को पुस्तक संख्या **1** जिल्द संख्या **56** के पृष्ठ संख्या **136** क्रम संख्या **2009011136** पर चस्पा किया गया है। जिसे पट्टा धारक द्वारा स्थानीय निकाय में समर्पित कर दिया है।
2. पट्टा धारक द्वारा भूखण्ड/निर्मित क्षेत्र का उपयोग वही किया जाएगा जिस उपयोग हेतु पट्टा विलेख जारी किया गया है। भूखण्ड पर प्रचलित भवन विनियम में सम्बन्धित अनुसूची में उल्लेखित उपयोग अनुज्ञेय होंगे, परन्तु प्रत्येक उपयोग हेतु निर्धारित मानदण्डों की पालना सुनिश्चित की जावें।
3. पट्टा धारक उपक्त भूखण्ड को विक्रय अथवा अन्य प्रकार से हस्तान्तरित कर सकेगा तथा भूखण्ड को उप–पट्टे (सब–लीज)पर भी दे सकेगा।
4. उक्त भूखण्ड के विक्रय/हस्तान्तरण पर क्रेता के पक्ष में नाम परिवर्तन के लिए निकाय में निर्धारित शुल्क आवेदन के साथ पंजीकृत विक्रय पत्र आदि प्रस्तुत किये जायेंगे, परन्तु पट्टाधारक के उत्तराधिकारी के मामले में कोई राशि देय नहीं होगी।
5. पट्टा विलेख को सरकार/जीवन बीमा निगम/ऋणदात्री संस्थाओं के पास बंधक (मोर्गेज) रखा जा सकेगा, जिसके लिए स्थानीय निकाय के अनापत्ति प्रमाण पत्र (NOC) की आवश्यकता नहीं होगी।
6. भूखण्ड पर भवन निर्माण प्रचलित भवन विनियमों के मानदण्डों के तहत करना होगा।
7. पट्टा कर्ता(स्थानीय निकाय) की बिना स्वीकृति के भूखण्ड का उप विभाजन/पुनर्गठन व भू–उपयोग परिवर्तन नहीं किया जा सकेगा।

उप पंजीयक
पंजीयन एवं मुद्रांक
भीलवाड़ा प्रथम

8. पट्टा विलेख जारी करने की दिनाक से निर्धारित अवधि में निर्माण करना होगा। निर्धारित अवधि में निर्माण नहीं होने पर निर्धारित दर से अवधि विस्तार किया जा सकेगा अन्यथा पट्टा विलेख निरस्त किया जा सकता है।
9. यदि आवंटन या पट्टा विलेख के निष्पादन के पश्चात यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दूरभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के निबंधनों और शर्तों का अतिक्रमण किया गया है तो निकाय उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसे प्रतिसंहत करेगा जो सभी प्रभारों से रहित नगर निकाय में निहित समझे जायेगें और नगर निकाय किसी भी व्यक्ति को कारित किसी भी प्रकार की नुकसानी के लिए दायी नहीं होगा।
10. पट्टा विलेख की योजना में आन्तरिक विकास पर होने वाला व्यय विकासकर्ता द्वारा वहन किया जायेगा।
11. पट्टा विलेख जिन अधिनियमों, नियमों, नीति, विनिमय के तहत जारी किया गया है। इनके सभी प्रावधान व शर्तें लागू होगी। जिनकी पालना नहीं करने पर पट्टा निरस्त किया जा सकेगा।
12. आवंटन–पत्र क्रमांक **8349** दिनांक **23/11/2009** की समस्त शर्तें मान्य होगी। उक्त पट्टे का पंजीयन निर्धारित समयावधि में करवाना अनिवार्य होगा।

भूखण्ड का विवरण भूखण्ड के पड़ौस की सीमाओं का विवरण–साईट प्लान संलग्न है।

राजस्व ग्राम **भीलवाड़ा** पूर्व **सड़क 60 फीट, संदीप बजाज शोरूम**
आराजी संख्या **2737 से 2739, 2742/2, 2742/3** पश्चिम **अन्य भूमि, सड़क 60'**
भू.सं **1/2737 से 2739, 2742/2, 2742/3** उत्तर **रणबंका रिसोर्ट**
क्षेत्रफल **39221.72** वर्ग गज दक्षिण **सड़क 120 फीट**

आज दिनांक .....को श्री .....
द्वारा हस्ताक्षर किये।

1. नाम – श्री ओम प्रकाश कुमावत
   व्यवसाय नौकरी
2. नाम – श्री नन्द किशोर शर्मा
   व्यवसाय नौकरी

प्राधिकृत अधिकारी
हस्ताक्षर मय जिला न्यास, भीलवाड़ा

साक्षी के हस्ताक्षर

साक्षी के हस्ताक्षर

For :- Shri Krishna Cotton Ginning & Pressing Factory
Auth. Partner

पट्टेदार की ओर से
श्री कृष्णा कॉटन जिनिंग एण्ड प्रेसिंग फैक्ट्री भीलवाड़ा एवं नरेन्द्र कोठारी पुत्र श्री मोहन लाल कोठारी
आधार संख्या:-

पट्टेदार के हस्ताक्षर मय अंगूठा निशानी

साक्षी :–
1. नाम :– ओम प्रकाश कुमावत
   निवास स्थान :– 30 रेड़ा नं 6 बनेड़ा भीलवाड़ा
   आधार संख्या:– 8010 3091 5456

साक्षी के हस्ताक्षर मय अंगूठा निशानी

2. नाम :– नन्द किशोर शर्मा
   निवास स्थान :– शास्त्रीनगर भीलवाड़ा
   आधार संख्या:– 9085 0182 2306

साक्षी के हस्ताक्षर मय अंगूठा निशानी

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

03 JAN 2022

राजस्थान

BF 283674

यह स्टाम्प पत्र क्र.....रू.....
भूखण्ड सं.....गैर योजना.....
के पट्टा विलेख के साथ संलग्न है।

सचिव
नगर वि न्यास,
भीलवाड़ा

For :- Shri Krishna Cotton
Ginning & Pressing Factory

Auth. Partner

उप पजीयक
पजीयन एवं मुद्रांक
भीलवाडा प्रथम

स्टाम्प नम्बर 5882 दिनांक 10.01.2022 किमत 100/–

नाम– सचिव नगर विकास न्यास, भीलवाड़ा

स्टाम्प क्रेता– श्री अशोक कोठारी वास्ते– पंजीयन डीड

Ashok

ह. स्टाम्प खरीददार ह. स्टाम्प विक्रेता

अभिषेक शर्मा

लाईसेन्स संख्या 35/2011

Presentation Endorsement

आज दिनांक 27 माह 01 सन् 2022 को 10:58 AM बजे
श्री/श्रीमती/सुश्री NARENDRA KOTHARI पुत्र/पुत्री/पत्नि श्री MOHAN LAL KOTHARI
उम्र 60 वर्ष, जाति 0-KOTHARI , व्यवसाय Business
निवासी House No.:59, Colony: KASHIPURI, Area: MADHAV UDHAN KE PASS , City: BHILWARA , Pin code: 311001, District: BHILWARA, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

उप पजीयक
पजीयन एवं मुद्रांक
भीलवाड़ा

हस्ताक्षर प्रस्तुतकर्ता
202201026002654
Lease Deed Free Hold

हस्ताक्षर उप पंजीयक, BHILWARA

Fees Receipt Endorsement

रसीद नं.	202202026002715
दिनांक	27-01-2022
पंजीयन शुल्क ₹	300
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	500
कमी सरचार्ज शुल्क ₹	150
कुल योग	1150

उप पजीयक
पजीयन एवं मुद्रांक
भीलवाड़ा

202201026002654
Lease Deed Free Hold

उप पंजीयक, BHILWARA

Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री UIT, पुत्र/पुत्री/पत्नि श्री SACHIV, व्यवसाय जाति Nagar Sudhar Nyas			Executant Age : 0 Signature :
2	श्री/श्रीमती/सुश्री NARENDRA KOTHARI , पुत्र/पुत्री/पत्नि श्री MOHAN LAL KOTHARI, व्यवसाय Businessजाति 0-KOTHARI House No.:59, Colony: KASHIPURI, Area: MADHAV UDHAN KE PASS , City: BHILWARA , Pin code: 311001, District: BHILWARA, State: RAJASTHAN			Claimant Age : 60 Signature :
3	श्री/श्रीमती/सुश्री SHRI KRISHNA COTTON GINNING AND PRESSING FACTORY JARIYE ASHOK KOTHARI , पुत्र/पुत्री/पत्नि श्री MOHAN LAL , व्यवसाय Businessजाति 0-KOTHARI House No.:59, Colony: KASHIPURI , Area: MADHAV UDHAN KE PASS , City: BHILWARA , Pin code: 311001, District: BHILWARA, State: RAJASTHAN			Claimant Age : 60 Signature :

ने लेख्यपत्र Lease Deed Free Hold को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

प्रतिफल राशि रू 0/- पूर्व में / मेरे समक्ष / में से रू 0/- पूर्व में ---------- ये मेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है , जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए है।

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री NAND KISHORE, पुत्र/पुत्री/पत्नि श्री MADAN LAL जाति SHARMA Age: 39 Add: House No.:10-D-37, Colony: TILAK NAGAR , Area: TILAK NAGAR , City: BHILWARA, Pin code: 311001, District: BHILWARA, State: RAJASTHAN			Signature
2	Name: श्री/श्रीमती/सुश्री OM PRAKASH , पुत्र/पुत्री/पत्नि श्री UDAI LAL जाति KUMAWAT Age: 27 Add: House No.:NA, Colony: NA, Area: UPREDA , City: BHILWARA , Pin code: 311001, District: BHILWARA, State: RAJASTHAN			Signature

उप पंजीयक
पंजीयन एवं मुद्रांक
भीलवाड़ा प्रथम

202201026002654

उप पंजीयक BHILWARA

Lease Deed Free Hold

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रू 0 मानते हुए इस पर देय कमी मुद्रांक राशि रू 500 पर कमी पंजीयन शुल्क रू 300, सरचार्ज राशि 150 कुल रू 950 रसीद संख्या 202202026002715 दिनांक 27-01-2022 में जमा किये गये है।

अतः दस्तावेज को रू 500 के मुद्रांकों पर निष्पादित माना जाता है।

202201026002654

Lease Deed Free Hold

उप पंजीयक
उप पंजीयक, BHILWARA
पंजीयन एवं मुद्रांक
भीलवाडा प्रथम

Registration Endorsement

आज दिनांक 27/01/2022 को
पुस्तक संख्या 1 जिल्द संख्या 742 में
पृष्ठ संख्या 84 क्रम संख्या 202203026101228 पर पंजीवद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 2967 के
पृष्ठ संख्या 429 से 442 पर चस्पा किया गया।

202201026002654

Lease Deed Free Hold

उप पंजीयक
उप पंजीयक, BHILWARA
पंजीयन एवं मुद्रांक
भीलवाडा प्रथम

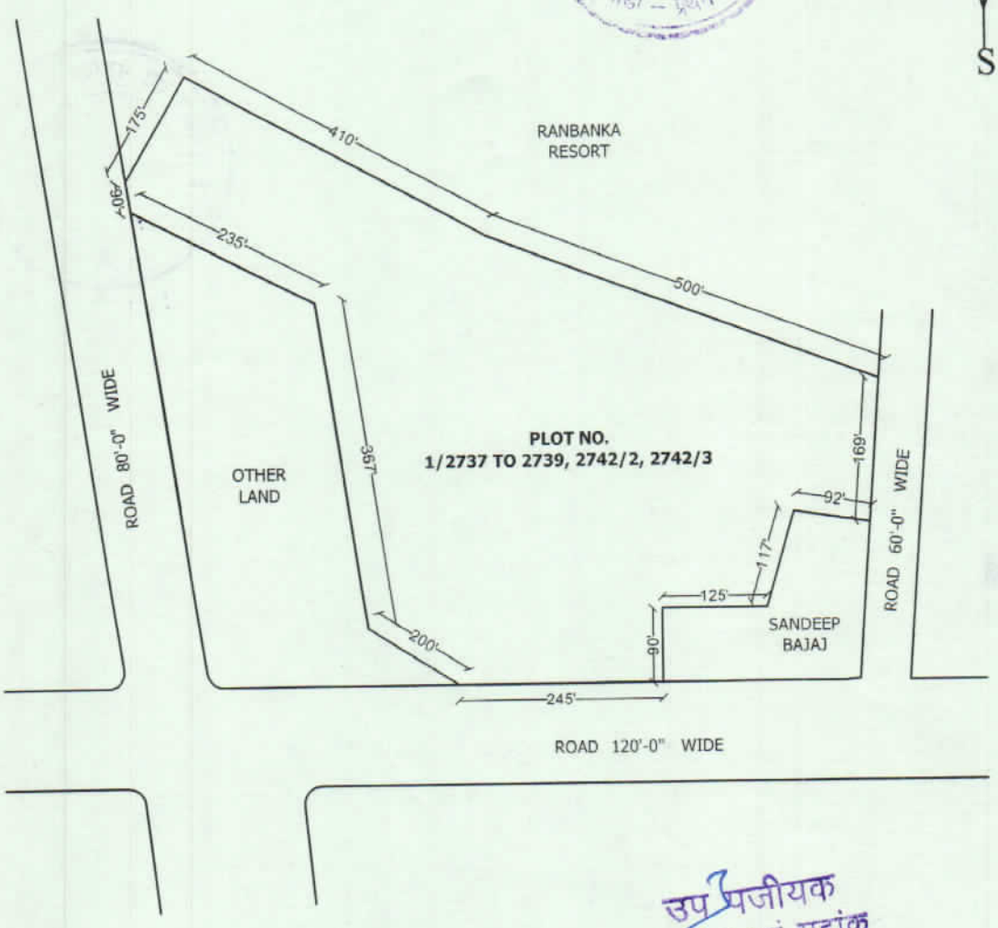
कार्यालय नगर विकास न्यास, भीलवाड़ा

साईट प्लान – व्यवसायिक (फ्री होल्ड)

गैर योजना राजस्व ग्राम –भीलवाड़ा आराजी नं.– 2737 से 2739, 2742/2, 2742/3

भूखण्ड सं. –1/2737 से 2739, 2742/2, 2742/3

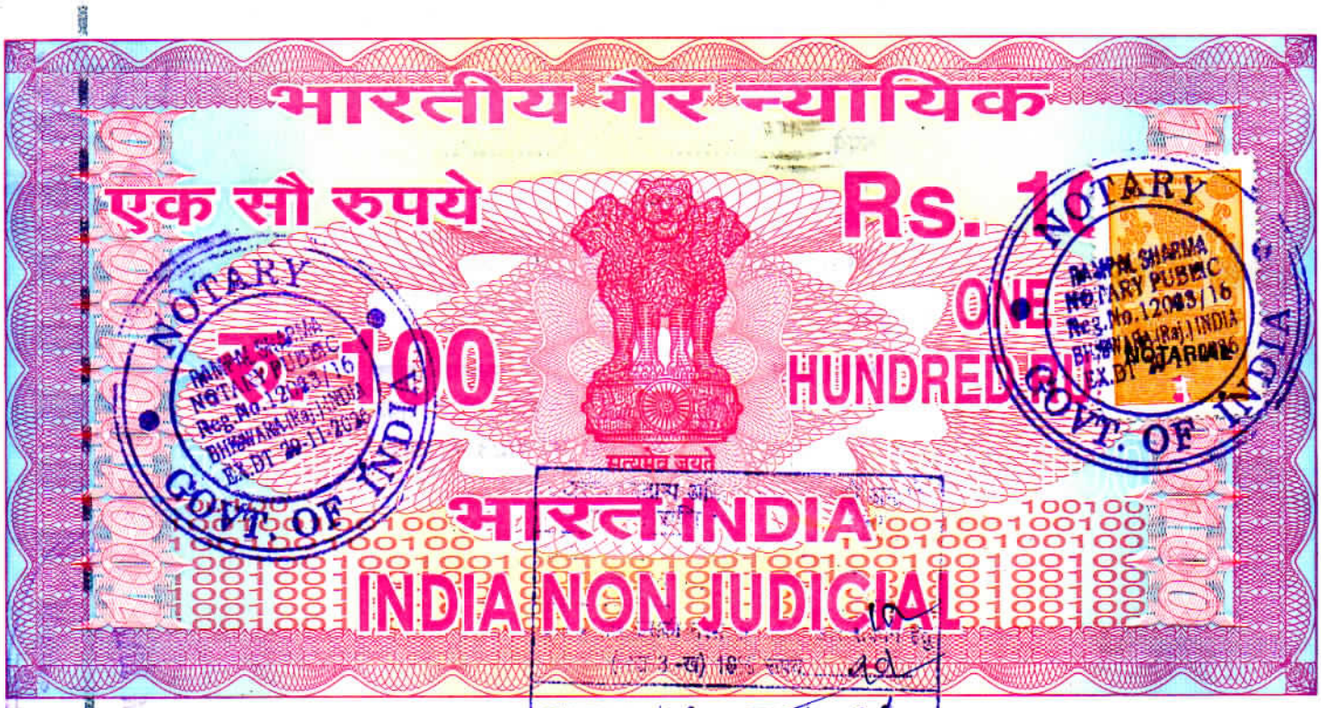
आकार = 39221.72 वर्गगज



उप प्रजीयक
पजीयन एवं मुद्रांक
भीलवाड़ा प्रथम

पैमाना 1"=32'	भवन निरीक्षक	वरिष्ठ प्रारूपकार

उप नगर नियोजक
नगर विकास न्यास
भीलवाड़ा



राजस्थान RAJASTHAN

BE 529651

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is being made and executed on this 14th April 2022 at Bhilwara.

BETWEEN

1. **SHRI KRISHNA COTTON GINNING & PRESSING FACTORY** a Partnership Firm, duly registered and existing under the provisions of The Partnership Act, 1932, having its principle place of business at Old R.T.O. Road, Pur Road Bhilwara, Rajasthan-311001 through its authorised partners Ashok Kumar Kothari and Narendra Kumar Kothari hereinafter referred to as the "Owner", (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its representatives, successors, liquidators, assignees and nominees), of the **First Part**;

And

SIGNATURE ATTESTED
RAMPAL SHARMA
Advocate & Notary Public
BHILWARA (Raj.) (Govt. Of India)

For :- Shri Krishna Cotton Ginning & Pressing Factory

Auth. Partner

25 MAY 2022

रुपये 100/- स्टाम्प नं. 136

नाम आशाराम कुमावत एवं नरेन्द्र कुमार

जाति कोडारी कालीपुरा-भीलवाड़ा

उम्र 22 M.O.U. हस्ता मजदूरी

स्टाम्प क्रेता

Jucky

स्टाम्प विक्रेता
रोशन लाल रांका
लाईसेन्स नं. 7/03 भीलवाडा

15-4-99

2. Mr. **NARENDRA KUMAR KOTHARI** Son of Mr. Mohan Lal Kothari aged about 56 years R/o C-59, Kashi Puri, Bhilwara, Rajasthan-311001 hereinafter referred to as the "Owner", (which expression shall unless repugnant to the meaning or context here of be deemed to mean and include its representatives, successors, liquidators, assignees and nominees), of the **Second Part**;

Whereas the above referred parties jointly owned a piece of Land "**GOVINDAM-II**" admeasuring **32797.12** Square Meters situated at Araji No. 2737 to 2739 and 2742/2 and 2742/3, Pur Road, Gandhi Nagar, Bhilwara, Rajasthan.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The project "**GOVINDAM-II**" situated at Araji No. 2737 to 2739 and 2742/2 and 2742/3, Pur Road, Gandhi Nagar, Bhilwara, Rajasthan, shall be developed by the First Party i.e **SHRI KRISHNA COTTON GINNING & PRESSING FACTORY.**

2. The Marketing and selling of the project shall be carried out by the both the parties.

3. That party to the First Part (**SHRI KRISHNA COTTON GINNING & PRESSING FACTORY)** shall act as a Promoter in the above referred project land "GOVINDAM-II".

4. That party to the First Part (Shri Krishna Cotton Ginning & Pressing Factory through its authorised partners Ashok Kumar Kothari and Narendra Kumar Kothari) shall Sign all the documents related to RERA on behalf of the second party

5. That all the Rights and liabilities as imposed by the RERA Act shall be executed by the First Party.

SIGNATURE ATTESTED

RAMPAL SHARMA
Advocate & Notary Public
BHILWARA (Raj.) (Govt. Of India)

25 MAY 2022

For :- Shri Krishna Cotton Ginning & Pressing Factory

Auth. Partner

6. The designated separate bank account shall be opened in the name of the First Party (Shri Krishna Cotton Ginning & Pressing Factory) as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4 of the RERA Act, 2016.

7. All the receipts/losses from the booking and sale of units in the project "GOVINDAM-II" shall be shared between the parties in the given ratio of their ownership:

S. No.	Name of Landowner	% of Ownership
1.	Shri Krishna Cotton Ginning & Pressing Factory	98.25%
2.	Narendra Kumar Kothari	1.75%
TOTAL		100%

8. That, if any contradiction arises or any loss or damage to any allottee arises in any manner in the future both the parties jointly takes responsibility to compensate for the same.

For :- Shri Krishna Cotton Ginning & Pressing Factory

Auth. Partner

1. **(SHRI KRISHNA COTTON GINNING & PRESSING FACTORY)**

2. **(NARENDRA KUMAR KOTHARI)**

NOTARY GOVT. OF INDIA RAMPAL SHARMA NOTARY PUBLIC Regd.No. 12033/16 BHILWARA (Raj.) INDIA EXPIRY ON 29-11-2025

SIGNATURE ATTESTED
RAMPAL SHARMA
Advocate & Notary Public
BHILWARA (Raj.) (Govt. Of India)

25 MAY 2022