

Reqmt-98

From,

Maharani Din,
Deputy Registrar,
High Court of Judicature at
Allahabad.

To,

The District Judge,
Lucknow.

25

No. 1503 / IV- 3610/ Admin (A) / Dated 31-1-2013

Subject: - Information, about allotment of flat no. 1572, Gaur City-1, Greater Noida G.H.-1, by M/s Gaursons Hightech Infrastructure Pvt. Ltd., Noida, as submitted by Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow.

Sir,

With reference to your endt. no. 18/ XV PF dated 04.01.2013 on the above subject, I have to say that Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow may kindly be informed that he should submit information about purchase of the flat on completion of the transaction also along with a copy of the sale deed of the flat and other relevant papers, in the light of the directions contained in Court's Circular letter no. 25/ Admin (A) dated 13.07.1998, for taking further necessary action in the matter.

Yours faithfully

Maharani Din
20-1-13
Deputy Registrar

26

No. 1504 / IV- 3610/ Admin (A) / Dated 31-01-2013

Copy forwarded for information & necessary action to Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow.

Maharani Din
28-1-13
Deputy Registrar

Sardar
18-1-13
Encl-28
1114

18-1-13

1078
Register
IV/2610/24
21/1/13

प्रेषक,
नरेन्द्रपाल राना,
सिविल जज हवाली (जू0डि0)
लखनऊ।

सेवा में,
महानिवन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा: माननीय जनपद न्यायाधीश,
लखनऊ।

विषय: अचल सम्पत्ति फ्लैट संख्या 1572, गौर सिटी-1, ग्रेटर नौयडा, कय किये जाने के सम्बन्ध में सूचना

महोदय,

माननीय उच्च न्यायालय के सी.एल. न0-25/एड./ (A) दिनांकित 13 जुलाई/98 व सी.एल.न0-16/IV-H-16/एड./ (A) दिनांकित 1 मई/04, के अनुपालन में अचल सम्पत्ति फ्लैट संख्या 1572 स्थित गौर सिटी-1, ग्रेटर नौयडा जी एच-1, के कय करने के सम्बन्ध में विवरण इस प्रकार है:-

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135
S.O. Adm M/A

DR (M)
11-01-13

23
S.O. Adm

- 1- मेरे द्वारा उ0प्र0 न्यायिक सेवा में दिनांक 12 मई/09 को कार्यभार ग्रहण किया गया था। इससे पूर्व में सहायक आयुक्त वणिज्यकर के पद पर राज्य सरकार के अधीन नियुक्त रहा हूँ एवं मेरी पत्नी श्रीमती मनीषा अपर सिविल जज (सी0डि0) लखनऊ द्वारा न्यायिक सेवा में कार्यभार दिनांक 24 दिसम्बर/03 को गृहण किया गया।
- 2- वर्तमान में मेरा सकल मासिक वेतन रूपया 50,844.00 है तथा कटौती के बाद रूपया 44,880.00 प्राप्त होता है।
- 3- मेरी पत्नी व मेरे द्वारा इससे पूर्व कोई अचल सम्पत्ति सेवा में आने के उपरान्त कय नहीं की गयी है।
- 4- फ्लैट हम पति पत्नी ने मिलकर संयुक्त रूप से कय किया है।
- 5- कय किये जा रहे फ्लैट की कुल कीमत रूपया 50.35 लाख है। जिसके लिये कुल कीमत का 80 प्रतिशत की धनराशि रूपया 40लाख कार्पोरेशन बैंक 11, बी.एन.रोड, कैसरबाग, लखनऊ, शाखा के द्वारा स्वीकृत किया गया है। ऋण के पुर्नभुगतान की अवधि 162 माह है तथा प्रतिमाह 46286.00 की किस्त अदा की जानी है। किस्त जुलाई/14 से प्रारम्भ की जानी होगी तथा जुलाई/14 तक ऋण की कोई किस्त का भुगतान नहीं की जानी है।
- 6- मेरी पत्नी वर्तमान में अपर सिविल जज(सी0डि0) के पद पर लखनऊ में तैनात है तथा उनका सकल वेतन रूपया 79,147.00 तथा नैट वेतन रूपया 72,247.00 है। इस प्रकार हम दोनो का कुल नैट वेतन रूपया 117127.00 बनता है जिसमें से प्रतिमाह

Sai Avani
24/1/13

घरेलू खर्च के उपरान्त ऋण की मासिक किस्त का भुगतान आसानी से हम दोनों लोग मिलकर कर सकते हैं।

7- फ्लैट की कुल कीमत का 20 प्रतिशत जो हमारे द्वारा अदा किया जाना है, में से 10 प्रतिशत रूपया पाँच लाख हमारे द्वारा अदा किया जा चुका है जिसमें से मेरे द्वारा वेतन खाते से रूपया 1,35,000.00 तथा मेरी पत्नी श्रीमती मनीषा द्वारा वेतन खाते से बजरिये चेक 3,65,000.00 का भुगतान यानि कुल पाँच लाख रूपये अदा किया गया है।

पद्मनाभन कमेटी की अनुसंशा के उपरान्त मेरी पत्नी श्रीमती मनीषा को रूपया 2,98,829.00 रूपया खाते में प्राप्त हुआ है रूपया 3,65,000.00 का भुगतान वेतन बचत व एरियर की धनराशि से किया गया है। मेरे द्वारा रूपया 1,35,000.00 का भुगतान पद्मनाभन कमेटी की अनुसंशा से प्राप्त धनराशि और वेतन बचत से किया गया है।

8- हमारे द्वारा भुगतान किया जाने वाला शेष 5प्रतिशत धनराशि का भुगतान अभी हमारे द्वारा नहीं किया जाना है तथा इसमें से 2.5 प्रतिशत धनराशि वर्ष 2015 तक समय-समय पर की जानी है एवं शेष 2.5 प्रतिशत वर्ष 2015 में कब्जा प्राप्ति के समय किया जाना है। इस धनराशि का प्रबन्ध हम लोग बचत एवं अन्य निवेश द्वारा कर सकते हैं।

9- कय किये जाने वाले फ्लैट का विवरण निम्न है:-

अ- क्षेत्रफल 1855 वर्गफुट, स्थित गौर सिटी जी एच-1 सेक्टर-4, ग्रेटर नौयडा

ब- जनपद गौतमबुद्ध नगर

स- ग्रुप हाउसिंग प्रोजेक्ट के निर्माता का पंजीकृत पता-मे0 गौरसंस हाईटेक इन्फ्रास्ट्रक्चर प्रा0लि0 डी-12 सेक्टर-63 नौयडा है। यह एक प्रतिष्ठित भवन निर्माता है तथा उसके द्वारा भवन निर्माण का कार्य किया जाता है।

द- इस भवन निर्माता से हमारा कोई सम्बन्ध नहीं है तथा इस भवन निर्माता का कोई वाद भी मेरी जानकारी के अनुसार मेरे न्यायालय में लम्बित नहीं है।

आवंटन पत्र दिनांकित 4-12-12, कापोरेशन बैंक लि0द्वारा ऋण स्वीकृति पत्र, भुगतान की गयी धनराशि की रसीद की छाया प्रति,आवंटन पत्र माननीय महोदय की सेवा में सादर प्रेषित की जा रही है।

सादर।

संलग्नक:यथापरोक्त।

दिनांक-

21-13

जनपद गौतमबुद्ध नगर, लखनऊ
पत्रांक: 18/8/PF दिनांक: 04/1/13

आवृत्तिका विभाग

जनपद गौतमबुद्ध नगर, लखनऊ

भवदीय
(नरेन्द्रपाल राना) 21-13
सिविल जज हवाली (जू0डि0)
लखनऊ।

Request-98



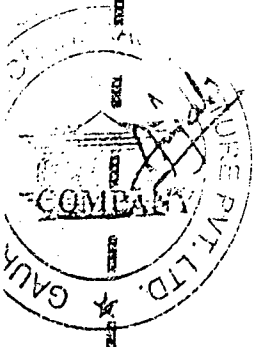
उत्तर प्रदेश UTTAR PRADESH

BE 150118

ALLOTMENT LETTER

DATE: 04/12/2012

This stamp paper is the part of Allotment letter of Flat No: - 1572 allotted in the name of Mrs. Manisha W/o Mr. Narendra Pal Rana and Mr. Narendra Pal Rana S/o Sh. M.S. Rana of residential apartment in proposed Group Housing Project, 1st Avenue, situated at GAURCITY, GII-01, Sec-4, Greater Noida.



ALLOTTEE(S)

Request-98

Flat no. 1572 Gaursons M/S

#1#

Dated: December 4, 2012

Mrs. Manisha W/o Mr. Narendra Pal Rana
And Mr. Narendra Pal Rana S/o Sh. M.S.Rana
R/o C-68, Butler Palace Colony, Jopling Road, Lucknow.

Sub: Allotment of Residential Apartment in proposed Group Housing Project, 1st Avenue, situated at Township GAUR CITY, GH-01, Sec-4, Greater Noida

Dear Sir(s)/Madam,

In response to your application dated 10 Jun 2012 we, **M/S Gaursons Hi-tech Infrastructure Pvt. Ltd.** a Company registered under the Companies Act, 1956 having its Corporate Office at D-12, Sec-63, Noida (hereinafter referred to as the **Company** which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential **Apartment No.1572 on 14th Floor, Block C.**

Super Built-up Area:-1855.000 sq.ft. (172.34 sq. mtr.) approx.

Polyline Area i.e the R.C.C. Slab area of the apartment:-1507.000 sq.ft. (140.00 sq. mtr.) approx.

Common Area with the apartment:-348.000 sq.ft. (32.34 sq.mtr.) approx.

Terrace area:-NIL sq.ft. (NIL sq.mtr.) approx.

Ground space/Lawn area:-NIL sq.ft. (NIL sq.mtr.) approx., as per specifications attached herewith, in the proposed Group Housing Project known as **1st Avenue** situated at **Township Gaurcity, GH-01, Sec-4, Greater Noida** for a Basic cost of **Rs.5,035,000.00 (Rupees Fifty Lacs Thirty Five Thousand Only) +** service tax, as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks for the Ground Space/Terrace Area -----

1 SQ.MTR = 10.764 SQ.FT.

Map of the apartment is attached herewith.

The construction is likely to be completed on **30/06/2015 + one quarter i.e. three months fit-out period**

*Note: The Super Built up area comprises of the polyline (P Line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, mumty, garbage room etc.) and the proportionate common area of the project which includes Indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas which are not separately charged.

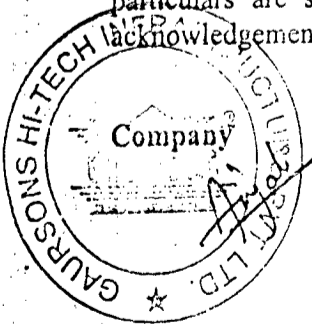
The following are not included in the Super Built-Up Area:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, in accessible flowers beds, common open to sky terraces, and void like etc. For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms-

Applicant :- means persons (s)/Firm/Company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form

Signature of the Allottee(s)



#2#

Application (Booking Application):- A request for allotment of apartment made by Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will be considered as **Intending Allottee(s)**.

Allotment Letter:- Confirmation of booking of apartment by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s) :- Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment:- The dwelling unit /flat in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, details of which has been set out in the Application

Area:-

- a. **Area of land:-** Total Area of land over which the project is going to be construct.
- b. **Super Built-up Area:-** The constructed areas of the project comprising of Polly line area of the apartment and other constructed areas of common use.
- c. **Polly line Area:-** All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- d. **Common Area and Facilities :-** Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the Project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
- e. **Independent Area:-** The Areas which are not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.
- f. **Limited Common Area and Facilities :-** Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

Basic Cost of Apartment:-The consideration amount for sub lease of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

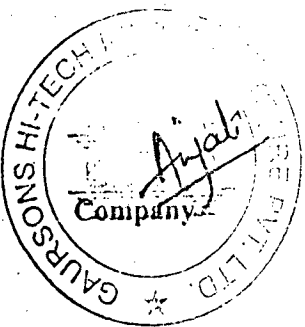
Company:-That is M/S GAURSONS HI-TECH INFRASTRUCTURE PRIVATE LIMITED a company registered under the Companies Act 1956 having its corporate office at D-12, Sector-63, Noida.

CREDAI:-Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartments buyers and developers. It also has a cross check over the developers according to its code of conduct.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction,

Signature of the Allottee(s)



Court order - a direction from any governmental authority that prevents or restricts the party company from complying with any or all the terms and conditions as agreed in this Allotment; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever

Layout and Plans:- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans: - These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

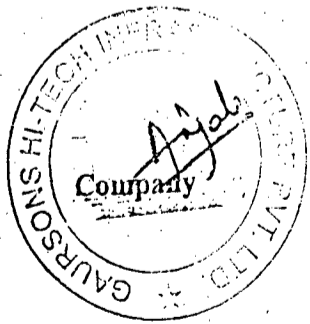
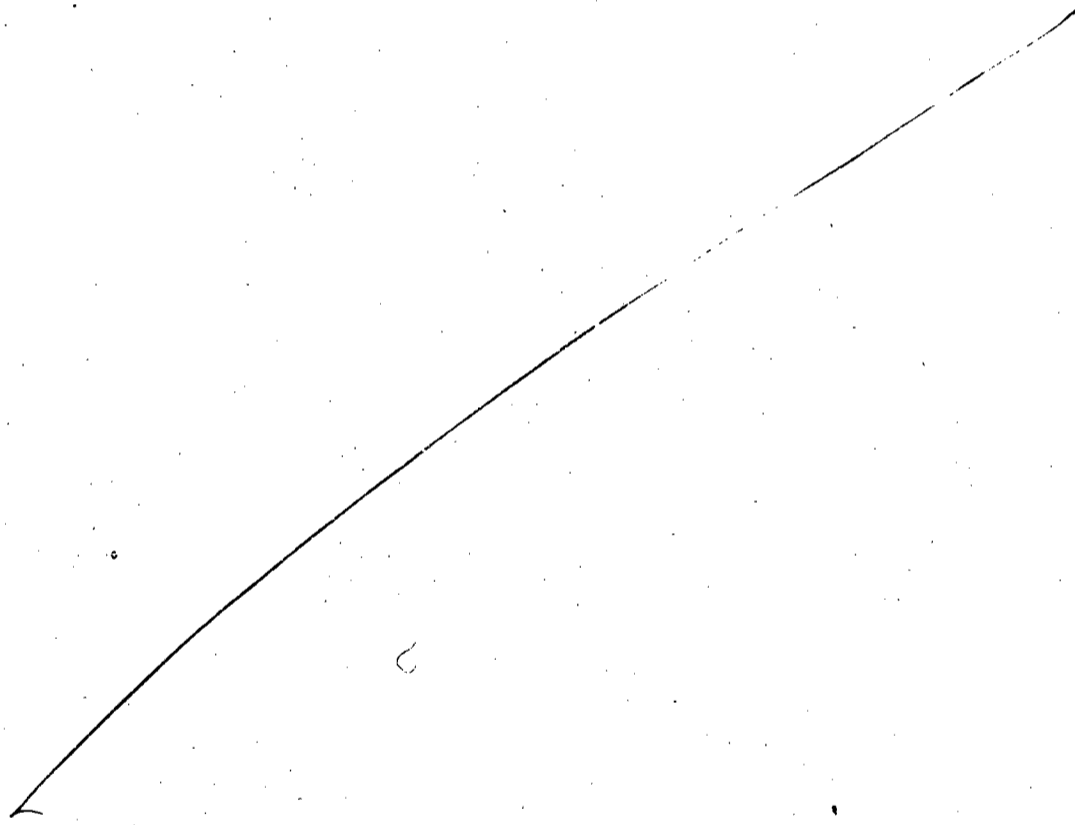
Maintenance Charges:- means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Complex/Said Building as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly basis.

Project:- means 1st Avenue at Plot No GC-1 in GAUR CITY, Situated at Plot No. GH-01, Sector-4, Greater Noida.

RWA:- Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the Association Registered immediately after handing over 50% apartments to the owners.

"Taxes" shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

Township :- The entire project having apartments of different types and diminutions in various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.



Signature of the Allottee(s)

Whereas land for the aforesaid Township measuring 503216 sq. meters (hereinafter called as 'plot') has been purchased by the Company i.e. M/s Gaursons Hi-Tech Infrastructure Private Limited from the Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U. P. Industrial Development Area Act, 1976 on lease hold basis under the Scheme Code RTS 01/2010 (I) for development of Township at Plot No. GH-01, Sector 4, Greater Noida vide Lease Deed, which was duly registered vide Document No. 8016 in Book No. 1 Volume No. 6110 at Page Nos. 371-400 on 05.05.2010 in the office of Sub Registrar, Gautam Budh Nagar (U. P.).

Whereas the Company has taken over the physical possession of aforesaid Plot from the "GNIDA" on 05.05.2010.

And whereas the Company has offered to sell residential apartments of different sizes and dimensions in the proposed Group Housing Project under the name and style of '1st AVENUE' situated at Township Gaucity, GH-01, Sec-4, Greater Noida.

The Company is authorized to execute sub-lease of the apartments for the super built-up area in favor of its allottee(s) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favour of Company by the GNIDA.

Whereas as per the norms of GNIDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Township will be developed in phases and will be utilized for apartments/studio apartments/communities/clubs/storage/ commercial constructions etc. The said entire plot has been divided in various sectors by the company and some sectors has separately allotted to other developers, however those sectors are also the part of entire Township but the undivided proportionate share on pro-rata bases in the land of the allottee has confined over the land of a particular sector on which the duly nomenclature Group Housing Project exists therefore there will be a separate R.W.A for the separate Group Housing Project situated at separate sector.

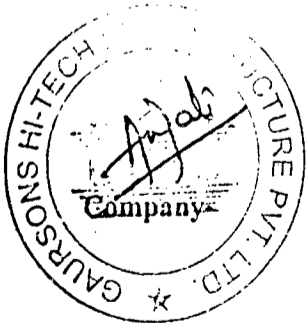
Whereas all terms and conditions of the lease deed of the above Township Plot executed in favor of the company shall also be applicable to the intending allottee(s).

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER THE PAYMENT PLAN ANNEXED:

- 1) That the building plans of proposed Township has been duly submitted/ sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The Township will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parkings and spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc.
- 2) That the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained.

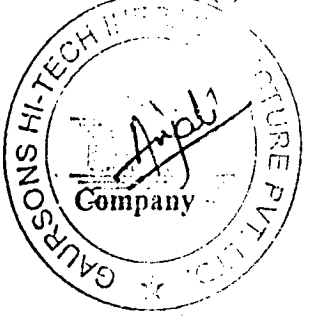
- 3) That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with importable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment.



Signature of the Allottee(s)

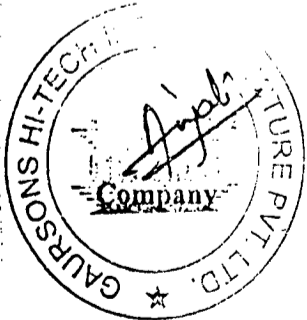
The undivided share in the land will have the land area of a block in which the apartment situated and the land area of the common use in the project. It is clarified that only the apartment owner of particular block will have the undivided share in the land of that block, they will also have the undivided share in the land of areas of common use with other blocks, therefore the land of a block is confined upto the undivided share of the apartment owners of a particular block.

- 4) That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GNIDA the F.A.R.(Floor Area Ratio) of the Gaur City presently is 2.75 of the Residential Plot area which comprises of fixed nos. of the apartments/flats in proportionate to the population density i.e. 1650 P.P.H., thereafter 0.75% FAR of the Residential Plot Area is under the consideration of GNIDA whenever it will be offer for purchase by the GNIDA, The company may purchase the said FAR. also as per the norms of the GNIDA 5% Additional FAR for the green building is Additionally Permissible. Further more 10% of the total FAR is compoundable, accordingly the nos. of dwelling units and population density may be increased. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions it shall be presumed all time consent of the allottee(s) for all which has been stated herein.
- 5) That the consideration is for the total area of the said apartment which will be sub-lease, as mentioned herein the property known as "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The Company can sub lease the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
- 6) That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GNIDA/ Authority Concerned shall not be considered the delay on part of the company.
- 7) That the schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).
Note: In case reissuance of allotment letter is required and requested by the allottee(s) or bank/financial institution that shall attract a fee of Rs. 10000/- as administrative charges and shall be payable by the allottee(s).
- 8) That the down payment plan/flexi payment plan will be valid upto the date mentioned in the booking application form, after the expiry of said date the installment payment plan shall be applicable and the cost of apartment shall be as per the installment payment plan.
- 9) That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.



Signature of the Allottee(s).

- 10) That the allottees(s) and the family members have a right to visit and inspect the premises during course of construction but while deriving this right the company shall not be held liable for a loss cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
- 11) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottees booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.
- The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 5 % of the basic cost of the apartment. For the refund in above said cases, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee.
- 12) That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be canceled and 10% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest @ 18% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher.
- 13) That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting ± 3 % change in the super built-up area of the apartment there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than ± 3 % in super built-up area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee (s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the allottee(s) does not give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % interest per annum. No other claim of the allottee (s) shall be considered in this regard.
- It shall always be clear that any alteration / modification resulting in more than ± 3 % change in the super built up area of the apartment then the demand or refund shall be applicable for the entire area eg. : for a ± 4 % change the demand or refund shall be applicable for the total 4 % area.**
- 14) That if for any reason Whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.



Signature of the Allottee(s)

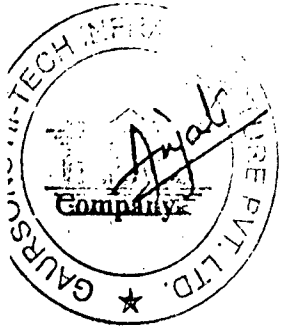
- 15) That the construction of the project is likely to be completed as early as possible, the following shall affect to that: regular and timely payments by the allottee(s) availability of building materials etc. any dispute with the contractor, change of laws by Government/ local authorities any court order force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- 16) That the proposed Township i.e. Gaur City simultaneously the Group Housing Project 1st Avenue is compressing of many Blocks, as soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the company after applying for the completion certificate of particular Block to the authority concerned will offer the possession of the apartment in that Block to the allottee(s), the construction of remaining Blocks will be on going, it can take further time till to the completion, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part could also be applied for a particular Block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
- 17) That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
- 18) That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer For Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out- Period and after the registration of sub lease deed of the apartment only. After the registration of sub-lease deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 19) The final touch to the apartment shall be given after the registration of sub lease deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.
- 20) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter-offer for possession.
- 21) That if there is delay in handing over the possession of apartment beyond 6 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 5/-per sq. ft. on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not process with the requisite compliance as per the letter of "Offer for Possession".



Signature of the Allottee(s)

The said penalty shall commence from the date of expiry of Fit-out period. This holding warrant period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will refund to the bank and balance amount will be refund to the allottee(s).

- 22) That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
- 23) That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
- 24) It is hereby agreed understood and declared that the Sub lease Deed/Registry of the apartment shall be executed and registered in favor of allottee(s) after the apartment has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed/ Registry, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. any the stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- 25) That until a Sub lease Deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) on the other hand company is constructing the Project as its own as a promoter, the sub-lease will be affected after the actual construction/finishing of the apartment and by way of an executed sub lease Deed. The Company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the allottee(s) to the company.
- 26) That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground whatsoever.
- 27) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
- 28) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov./ Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose.



Signature of the Allottee(s)

- 29) That the car parking will be available inside the Project, as per the type opted by the allottee(s) in the Application Form. The cars Scooters Two Wheelers Cycles shall be parked within the same parking spaces allotted to the allottee(s). One car parking, either Open, Basement or Basement Big Parking Slot, is mandatory. No car vehicle is allowed inside the Project except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said Project to the Resident's Welfare Associations of the Project. The R.W.A or owners allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. However one Basement Car parking will be given by the company.
- 30) That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- 31) That single point electric connection will be taken for the Project from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.
- 32) That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
- Note :- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.**
- 33) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment of the said Project. However, the sub lease deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 34) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr.K. Raheja Development Corporation" V/s state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
- 35) That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.
- 36) That the allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 25/- per sq.ft. of the super built-up area. Out of this amount 75% amount. will be kept/used as the maintenance reserve for the Project 1st Avenue, same will be transferred to the R.W.A. of 1st Avenue at the time of handing over the maintenance to the R.W.A., remaining 25% amount will be kept/used for the maintenance reserve of entire Township Gaur City this amount will be transferred to the maintenance body of the entire Township Gaur City.



Signature of the Allottee(s)

That the allottee(s) also has have to pay Monthly Maintenance charges of Rs. 1.25 - per sq. ft. month of the super built-up area to the company, the same shall be charged through the electricity meter. 15% of these monthly maintenance charges will be transferred to the maintenance agency of entire Township Gaur City and the remaining 85% amount will be used for the maintenance of Project 1st Avenue. The said amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the Project 1st Avenue.

Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.

- 37) That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. **Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.**
- 38) That at the time of handing over the maintenance of the Project to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipments with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.
- Note:- All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.**
- 39) That the contents of each apartment along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
- 40) That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.
- 41) That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Log on to CREDAI (NCR) at www.credaincr.org



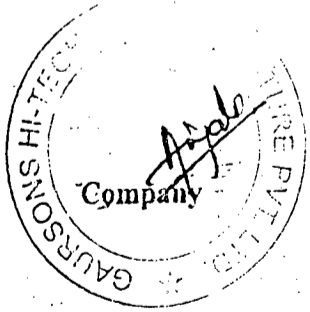
Signature of the Allottee(s)

42) In case of NRI allottees to observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

43) That the following Annexures are annexed herewith which are also being the part of this allotment letter

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

I/we have fully read and understood the terms and conditions mentioned herein above and the terms and conditions of the scheme broacher code RTS-01/2010(I) and the lease deed executed in favor of the company by the GNIDA all shall be abide and binding over me/us. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/We hereby given consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.



Signature of the Allottee(s)

#12#
SPECIFICATIONS

FLOORING:

- Vitrified tiles 2'X2' in Drawing Room, Kitchen and Bedrooms
- Ceramic tiles in Bathrooms and the Balconies

WALLS AND CEILING FINISH

- POP finish walls & ceiling with OBD

KITCHEN

- Granite working top with double stainless steel sink
- 2'-0" dado above the working top and 5'-0" from the floor level on remaining walls by ceramic tiles
- Woodwork below the working top
- Individual RO unit drinking water

TOILETS:

- Ceramic tiles on walls up to door level
- White sanitary ware with EWC, CP fittings and mirrors in all toilets

DOORS & WINDOWS:

- Outer doors and windows aluminum powder coated/UPVC
- Internal Door-frames made of Maranti or equivalent wood
- Internal doors made of painted flush shutter
- Main entry door frame of Maranti or equivalent wood with skin moulded door shutter
- Good quality hardware fittings

ELECTRICAL:

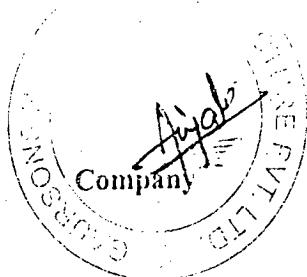
- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points wall & ceiling

TV & TELEPHONE:

- One landline connection having intercom facilities
- Provision for DTH Connection

NOTES:

1. The Colour and design of tiles and motifs can be changed without any prior notice.
2. Variation in colour and size of vitrified tiles/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost. However, in case the variation is beyond $\pm 3\%$, pro rata charges are applicable.
5. The request for any change in construction/specification of any type in the apartment will not be entertained



Signature of the Allottee(s)

Request-98

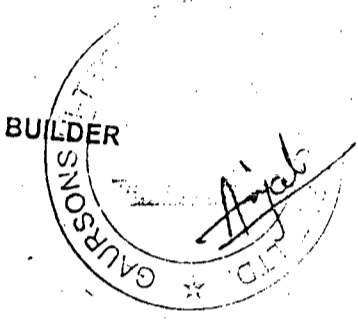
UNIT NO 1572

COMPANY NAME Gaursons Infrastructures Ltd
PROJECT NAME 1ST AVENUE
APPLICANT NAME Mrs Manisha

Annexure

FLEXI PAYMENT PLAN (10%)

Particulars	Due Date	Amount(Rs)
At the time of Booking (10%) of Cost	10-06-2012	
Within two months of Sanction of plan (30%) of Cost	25-08-2012	
Within six months of Sanction of plan (15%) of Cost	25-02-2013	1,51,000.00
Within twelve months of Sanction of plan (15%) of Cost	25-08-2013	75,500.00
Within eighteen months of Sanction of plan (10%) of Cost	25-02-2014	75,500.00
Within twenty four months of Sanction of plan (10%) of Cost	25-08-2014	503,500.00
On Possession (10%) of Cost	30-06-2015	503,500.00
Total		5,035,000.00



ALLOTTEE(S)

request 98



Corporation Bank
[A Govt. of India Enterprise]
RETAIL LOAN HUB - LUCKNOW

OR/RLH/LKO/007/2012/13

DATED: 01.12.2012

The Branch Manager,
Lucknow Main

Dear Sir,

Sub: Regarding Repayment Holiday sought by Applicants in CHOME Loan of Mrs Manisha & Mr Narendra Pal Rana sanctioned by us

This is reference to your letter bearing Ref no OR/LKO ADV 210 2012-13 dated 24.11.2012 vide which you have requested to provide repayment holiday of 18 months in CHOME loan sanctioned by us vide CSI no. RLH/LKO/CSI/1554/2012-13 dated 21.11.2012 to Mrs Manisha & Mr Narendra Pal Rana. Earlier no Repayment Holiday was given & Repayment period was of 180 months. In this regard in view of what has been stated by you the following modifications have been made in CSI:

Loan amount	Rs 40.00 lakh
Repayment holiday	18 months
Repayment Period	162 months
EMI	Rs 46286/- after Repayment Holiday of 18 months
Total Period	180 months (including 18 months RHI)

Please note that all other Terms & Conditions of sanction remain unchanged other than the change incorporated in this letter.

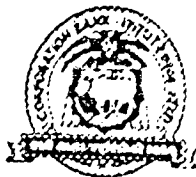
Please note to comply all the Terms of sanction stipulated in CSI and also submit a copy of certificate of compliance of various terms and condition. Keep this letter attached with original CSI.

Yours Faithfully

Chief Manager

Retail Loan Hub, G-1, 1st floor, 1-B/F 'Akshat' Ashok Marg, Near Gomti Bridge,
Nishat Ganj Lucknow-226001 • Phone: 0522-2204156 Fax: 0522-2204491
visit us at www.corpbank.com e-mail: cb1439@corpbank.co.in

Request 98



CORPORATION BANK

Retail Loan Hub - Lucknow

Retail Loan Hub - Lucknow
CREDIT SANCTION INTIMATION

The Branch Manager
Lucknow
11 BN Road, Opp. Jai Hind complex
Qaiserbagh
Lucknow - 226001
UTTAR PRADESH

Name & Address of the Borrower(s)

1) Mrs. MANISHA,
2) Mr. NARENDRA PAL RANA,
C-68, BUTLER PALACE COLONY,

LUCKNOW -
UP

Dear Sir,

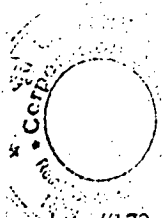
Sub: Sanction of CORP HOME - Instruction to the Branch

As recommended by you, we are pleased to sanction/renew credit facilities subject to the general and special terms and conditions as set out in Annexure/s. Limit/facilities sanctioned are also subject to all the general instructions advised from time to time. The sanctioned facilities will lapse if not availed within a period of 3 months. If the credit facilities are to be released after 3 months, please note to obtain revalidation of the sanction.

Mail the second and third copies to the Borrower(s) duly signed. Please note to obtain back the third copy duly signed by the borrower(s) at the relevant space in token of having accepted the terms and conditions. File this copy in the party's file and keep the third copy along with the documents.

Enclosure(s):

Sanctioning Authority
Retail Assets Hub



Request 98



CORPORATION BANK

Retail Loan Hub - Lucknow

Retail Loan Hub - Lucknow

CREDIT SANCTION INTIMATION

The Branch Manager
Lucknow
11 BN Road, Opp. Jai Hind complex
Qaiserbagh
Lucknow - 226001
UTTAR PRADESH

Name & Address of the Borrower(s)

1) Mrs. MANISHA,
2) Mr. NARENDRA PAL RANA,
C-68, BUTLER PALACE COLONY,

LUCKNOW -
UP

Dear Sir,

Sub: Sanction of CORP HOME

With reference to the above, we are pleased to communicate sanction/revision of credit facilities subject to the general and the special terms and conditions set out in Annexure(s).

It is to be clearly understood that these facilities are sanctioned subject to the convenience of the Bank and may be cancelled at any time without prior notice before making available the sanctioned facilities. The Bank may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice or giving any reasons or any purpose whatsoever.

We require your acknowledgement for having received Credit Sanction Intimation and confirmation that the terms and conditions as communicated herein for various credit facilities are acceptable to you. This intimation is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Credit Sanction Intimation duly signed by you and your executing the prescribed security documents along with the Guarantor(s) we will arrange to release the facility/ies.

Enclosure(s):

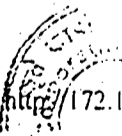
Sanctioning Authority
Chief Manager
Retail Assets

I/We acknowledge the receipt of Credit Sanction Intimation.
I/We hereby Confirm that the terms and conditions are acceptable to me/us
Date:

[Signature]
Signature of the Borrowers

TERMS OF SANCTION

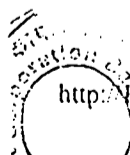
Review/Renewal Due on:	18/11/2013
Sanctioning Department	Retail Loan Hub - Lucknow 1st Floor, 1-D/F, Ashok Marg Lucknow - 226001 UTTAR PRADESH
Branch Reference	CB287/2012/0097



Sanction Reference	RULM/KO/C5M/15/4/2012/13	
Date	21/11/2012	
Sanction Code	6013M2814509105005A00	
Terms of Sanction	As per Annexure(s)	
Nature and extent of facility	CORP HOME - PURCHASE OF READY BUILT HOUSE/FLAT (include UNDER CONST.) Loan Amount Rs 400000.00 (FORTY LAKHS ONLY)	
Rate of Interest	10.50% (p.a.) Floating	
Repayment	To be repaid in 180 Months in 180 Monthly Installments of Rs 44216.00	
Guarantor		
Purpose	FOR PURCHASING APARTMENT NO 1572 ON 14TH FLOOR (AREA 315 SQ FT) IN GROUP HOUSING COMPLEX "1ST AVENUE" AT GC-1, GAUR CITY SECTOR-4, GREATER NOIDA AT AN ESTIMATED COST OF Rs 5035000.00	
Security	1) Primary Security Equitable mortgage of House/Flat No. EMG OF APARTMENT NO 1572 14TH FLOOR IN GROUP HOUSING COMPLEX 1ST AVENUE AT GC-1, GAUR CITY SECTOR-4, GREATER NOIDA IN THE NAME OF MRS MANISHA & MR. NARENDRA PAL RANA	
Cost of the Project	Own Funds	Margin brought by the applicant
5035000.00	1035000.00	20.56% [Actual]

TERMS AND CONDITIONS

1. Before release of the loan, the Branch shall get the legal opinion approved by the Competent Authority, wherever Applicable.
2. Creation of Equitable Mortgage should be perfect as per legal opinion. All original documents, other additional relevant documents as referred to by the Advocate should be obtained before release of the loan. (Please go through the legal opinion) and get the originals verified by Advocate.
3. In case of finance of flat/apartment under construction, the branch should obtain a supplementary EMG deed, on completion of the flat/apartment alongwith the following documents/receipts i) Completion certificate issued by the local authority and possession certificate issued by the builder ii) Share certificate after the society is formed iii) Money paid receipts subsequent to initial EMG creation iv) Lien noting letter from the society/builder as the case may be
4. Building should be comprehensively insured against all risks for full value with bank's clause.
5. Legal audit of the documents shall be conducted within a period of 30 days from the date of first release and copy of the same shall be sent to this office, wherever applicable
6. Before release of the loan, Branch official should visit the place of building and confirm himself that the value of the landed property and cost of construction is reasonable, considering the prevailing market condition.
7. The Branch should disburse the loan in stages based on the Engineer's certificate. The Branch should release the amount after collecting the margin amount.
8. Branch should make the payment directly to the seller of the flat and obtain all original documents and title deeds of the property. The branch should release the amount after collecting the margin amount directly to the seller of the flat. The branch to ensure that, there are no other charge over the mortgaged property while making the payment.
9. Proper bills/voucher's/documents/stamped receipt should be held on record.



10. Any escalation in the cost of the project should be met by the applicant only
11. Upto date NIL E.C./Approved Plan/Permission to construct the flat/house should be obtained for disbursement of the loan
12. Branch should satisfy that, the construction of flat/house is complete in all respects before release of final payment.
13. Processing charges/Legal charges/Valuation charges at the prescribed rates as per the Bank's provisions and also all other incidental charges connected with the sanction/release of the loan should be borne from the applicants
14. The branch should ensure that, the stipulated margin requirements are complied with and necessary documentary proof for having brought in the requisite margin should be held on records. The applicant should bring in funds from their own sources towards margin, cost of escalation, additions etc.
15. All the necessary statutory, legal and civic formalities required for construction of the residential house should have been duly complied with including the required approvals, permissions, No objection from the various competent statutory/legal/civic authorities concerned
16. If the house is rented out, the entire rental income even if it is more than the prescribed instalments should be adjusted towards the repayment of the loan. N O C shall be obtained from the bank before the flat/house is let out or leased.
17. All payments including margin money paid either by the Bank or by the buyer to the Engineer/Builder should be made by the Account Payee Cheque/Draft/Pay Order and receipt obtained from the Engineer/Builder should be held by the bank. Cash payments are not to be taken cognizance of.
18. All terms & conditions and scheme guidelines as applicable to the CORP HOME LOAN complied with.
19. The Branch to ensure the end use of the loan.
20. The Branch to confirm the authenticity of the documents/testimonials submitted by the applicant by verifying the same with the originals.
21. The Branch should obtain the required number of Post Dated Cheques towards the CORP HOME LOAN
22. Before release of the loan, Tripartite Agreement between the Applicant, Builder and the Bank shall be executed in Bank's approved format.
23. The Branch Head should submit a certificate regarding compliance of all the terms and conditions of our sanction letter in terms of H.O. guidelines.
24. The borrower and guarantor shall furnish an undertaking to the effect that no consideration whether it be in way of commission, brokerage, fees or in any other form will be paid by the former or received by the latter directly or indirectly in connection with the guarantee furnished to the bank.
25. On completion of the construction of the building, the branch shall obtain valuation report on the property. Also the branch shall obtain Chartered Accountant certificate certifying the amount spent on the building and sources for meeting the same. A copy of the said report shall be sent to us for our records
26. The branch shall ensure obtention of letter from applicant, stating that he is willing to start the repayment on completion of the Repayment Holiday even when the construction is not complete.
27. In the case of purchase of flat under construction, the branch shall ensure that the builder/owner of the land has not availed any loan from bank/financial institutions by mortgaging the land in which the flat is being constructed OR Where the builder/land owner of the flat under construction has raised loan from bank/financial institutions by mortgaging the land in which the flats are being constructed, the branch shall ensure to obtain "No Objection" from their relevant bank/financial institutions for the buyer (borrower) to have exclusive charge over the undivided portion of the land pertaining to the flat and the flat proposed to be purchased
28. If the borrower (s) does not meet the repayment commitment of the loan as per schedule, his loan account will go in arrears and this may affect his credit rating. In the event of default in loan repayment, the Bank is entitled to recall the loan.
29. Building (excluding land) offered as security should be comprehensively insured at the cost of the borrower.

against all risks under Reinstatement Value Method with Bank's clause.

30. Where the prepayment is made by the borrower out of his own source/fund, prepayment charges is not levied. In all other cases prepayment charges will be levied @ 0.50% on loan amount prepaid under the floating rate option & 1.00% on loan amount prepaid under the fixed rate option.

GENERAL TERMS AND CONDITIONS:

1. The Applicant should not have any statutory dues
2. The credit limits sanctioned shall be made available to the applicant after the bank secures the applicant furnishes as the case may be:
 - (a). Satisfactory confidential opinion / credit report from the concerned bankers of the applicant or the applicant's associate concern
 - (b). A declaration from the applicant that if he is an individual / proprietor that he is not a specified near relation of any senior officer of the financing Bank
(OR)
a declaration from the applicant furnishing the details of the relationship, if any of the applicant to any senior officer of the financing bank

NOTE: If the declaration made by the borrower with reference to the above, is found to be false, then the Bank will be entitled to revoke and / or recall the credit limits sanctioned. The applicant shall comply with all the requisite statutory formalities required for ensuring effective, valid and legal charge on the various securities stipulated and execute all the necessary documents in favour of the bank or other authorities as may be specified by the Bank therefor.
- (c). Copies of the latest wealth/income tax assessment orders of the applicant / partners of the applicant firm directors of the applicant company and guarantor(s) if applicable.
3. The applicant shall comply with all the requisite Statutory formalities required for ensuring effective, valid and legal charge on the various securities stipulated and execute all the necessary documents in favour of the Bank or other authorities as may be specified by the Bank therefore.
4. The borrower shall keep the Bank informed of the legal action, if any, instituted against the applicant/ applicant once in a year during the currency of the credit facility.
5. The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned and if the Bank apprehends or it has reasons to believe that the borrower has violated or is violating this condition, the Bank has a right to recall the loan amount or any part thereof at once notwithstanding anything contrary to the above or any other agreement
6. The Bank may revoke in part or in full or withdraw, stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever. The sanction(s) accorded by the Bank does not vest in any one's right to claim any damages against the Bank for and reasons whatsoever
7. A letter of consent as per the format approved by the Legal Services Division, Head Office shall be furnished by the borrower to disclose the information/data relating to credit facilities availed (as per annexure I of HO Circular 346/2002 dated 29.10.2002). Similarly the letter of consent to be obtained for disclosure of information/data by the Bank to Credit Information Bureau of India Ltd. and any other agencies, relating to credit facilities availed, obligations assumed and default if any (by Guarantor) committed in discharge thereof (as per Annexure II of HO circular 346/2002 dated 29.10.2002).
8. The branch shall obtain details of legal heirs of the applicant/s and Guarantor(s) (H O Circular No. 346/2002 dated 16.02.2002).
9. The sanctioned limit/s will lapse if not availed within three months from the date of sanction
10. All existing loans / limits (if any) of the applicant / co-applicant / guarantor should be regular at the time of disbursement.

11. An undertaking letter to the effect that the borrower is not a Chairman / Managing director / other directors of any bank, including scheduled co-operative banks, director/s of subsidiaries/trustees of mutual funds/ venture capital funds set up by the Banks.
12. Branch shall hold e-mail address of the applicant and co-applicant in their records.
13. If the borrower(s) does not meet the repayment commitment of the loan as per schedule, his loan account will go in arrears and this may effect his credit rating. In the event of default in loan repayment, the Bank is entitled to recall the loan.

Other Special Terms

- 1 LOAN AMOUNT SHOULD BE RELEASED IN STAGES BASED ON PROGRESS IN CONSTRUCTION
- 2 AS REFER H.O. CIRCULAR NO. 308/2011 DATED 27/04/2011 FURTHER CIRCULAR NO. 336/2011 DATED 09/05/2011 EMG CREATED ON PROPERTY SHOULD BE REGISTERED WITH CENTRAL REGISTRY.
- 3 IN CASE THE PROMOTER BUILDER OF THE FLATS HAS RAISED ANY LOAN FOR THE DEVELOPMENT CONSTRUCTION OF THE BUILDING FLATS OBTAIN AN UNDERTAKING FROM BOTH THE FINANCING INSTITUTION AS WELL AS THE PROMOTER BUILDER AGREEING TO TRANSFER THE TITLE IN RESPECT OF THE FLAT BEING PURCHASED TO THE BORROWER PURCHASER FREE FROM ALL ENCUMBRANCES ON PAYMENT OF THE AGREED CONSIDERATION AMOUNT IN FULL
- 4 OBTAIN PERIODIC ENCUMBRANCE CERTIFICATES/SEARCH REPORTS & ENSURE THAT NO OTHER CHARGE IS CREATED ON THE FLAT PROPERTY MORTGAGED TO THE BANK DURING THE CURRENCY OF THE LOAN.
- 5 BEFORE RELEASE OF THE LOAN SB ACCOUNT OF APPLICANT SHOULD BE OPENED AS PER HO CIR. NO. 655/2010 DATED 18.08.2010. The Branch shall debit all loan related charges to loan account only after recovering the same by debiting to SB account of the borrower/s
- 6 ALL KYC GUIDELINES TO BE FOLLOWED BY THE BRANCH WITHOUT ANY EXCEPTION
- 7 BRANCHES ARE ADVISED TO OBTAIN THE SIGNATURE OF THE BORROWER AND GUARANTOR ON ALL PAGES OF CSI.
- 8 BRANCH HAS TO ENSURE THAT ALL THE ADDITIONAL TERMS & CONDITIONS OF LEGAL OPINION REPORT GIVEN BY OUR EMPANELLED ADVOCATE SHOULD BE FOLLOWED
- 9 AS A PART OF DUE DILIGENCE EXERCISE BRANCHES SHOULD ALSO ASCERTAIN/VERIFY THE FLOW OF INCOME OF THE APPLICANT & ENFORCEABILITY OF THE PROPERTY PROPOSED TO BE MORTGAGED (HO CIR NO. 50/2005 DATED 31.01.2005).
- 10 CONFIDENTIAL OPINION/NOC FROM EXISTING BANKS/F.I. OF APPLICANT SHOULD BE OBTAINED BEFORE RELEASE OF THE LOAN.
- 11 BRANCH IS ADVISED TO FOLLOW THE NORMS/CONDITIONS IN THE DEVIATION PROPOSAL PERMITTED BY OUR ZONAL OFFICE LUCKNOW VIDE LETETR REF NO. ZO/LKO/ADV/38/2012-13 DATED 21.11.2012.
- 12 WE HAVE PROCESSED & SANCTIONED THE LOAN APPLICATION ON THE BASIS OF PHOTOCOPIES SENT BY YOU. KINDLY KEEP ALL THE DULY VERIFIED COPIES ON RECORD
- 13 PLEASE ENSURE AUTHENTICITY OF DOCUMENTS SUBMITTED TO OUR OFFICE BEFORE RELEASE OF THE FACILITY.
- 14 Any third party liability coming on the bank due to wrong/incorrect information/ details given by applicants co-applicants/ guarantor shall be their responsibility.
- 15 Branch has to ensure that all the scheme guidelines/Group credit Policy/RBI guidelines has been complied with.
- 16 The recommending authority has to satisfy himself with regard to various guidelines/eligibility criteria of

the scheme including those related to deviation(s) if any

- 17 BRANCH IS ADVISED TO FOLLOW THE STIPULATIONS MENTIONED IN HO CIR NO 152/2012 DATED 19 03 2012 REGARDING CREATION OF EQUITABLE MORTGAGE OF IMMOVABLE PROPERTY.
- 18 THOUGH THE DOCUMENTS ARE SENT BY US ALONGWITH CSI & COPY OF APPRAISAL NOTE THE BRANCH IS ADVISED TO REF HQ CIR 517/2011 FOR DOCUMENTS TO BE OBTAINED
- 19 THE BRANCH TO VERIFY THE LOAN DOCUMENTS AND MAKE NECESSARY CORRECTION WHEREEVER REQUIRED AND ENSURE THAT ALL THE PARTICULARS ARE DULY FILLED BEFORE EXECUTION.
- 20 FLAT BUYERS AGREEMENT IN ORIGINAL TO BE OBTAINED AND KEPT ALONGWITH THE DOCUMENTS.
- 21 BRANCH TO ENSURE THAT THE DISBURSEMENT IS BASED AS PER FLEXI/DOWN PAYMENT PLAN AS PERMITTED BY ZO DELHI
- 22 BRANCH TO ENSURE COMPLIANCE OF CONDITION LAID DOWN IN LEGAL DEPARTMENT LETTER REF NO ZO/DLI/OP-132/LDOR/639/2010-11 DT. 21 07 2010 FOR LEGAL APPROVAL AND ZO/DLI/ADV/OR/904/2010-11 DT. 10 09 2010 FOR PROJECT APPROVAL
- 23 BRANCH TO STRICTLY COMPLY TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE
- 24 THE BRANCH TO OBTAIN LEGAL VALUATION ON COMPLETION OF THE FLAT
- 25 APPROVED FLOORWISE PLAN TO BE OBTAINED BEFORE DISBURSEMENT AND KEPT ALONG WITH LOAN DOCUMENTS.
- 26 NO OBJECTION LETTER IN FAVOUR OF BANK FROM BUILDER (WITH DECLARATION THAT BUILDER HAS NOT TAKEN ANY PROJECT LOAN FROM ANY BANK OR FINANCIAL INSTITUTION IF BUILDER HAS TAKEN ANY PROJECT LOAN THAN RELEASE OF CHARGE LETTER OF FLAT TO BE OBTAINED FROM THE BANKER OF THE BUILDING
- 27 BRANCH TO OBTAIN MORTGAGE PERMISSION IN FAVOUR OF BANK FROM GREATER NOIDA AUTHORITY AFTER EXECUTION OF SUB LEASE DEED IN FAVOUR OF ALLOTTE.
- 28 SITE VERIFICATION TO BE CONDUCTED AND PROGRESS OF THE CONSTRUCTION TO BE MONITORED. LOAN AMOUNT TO BE RELEASED BASED ON THE PROGRESS OF THE CONSTRUCTION AND VISIT REPORT TO BE PREPARED AND KEPT ALONG WITH LOAN DOCUMENTS
- 29 CHARGES CREATED IN FAVOUR OF BANK BY WAY OF MORTGAGE BY DEPOSIT OF TITLE DEEDS (EMG) CAN BE REGISTERED WITH CENTRAL REGISTRY ON PAYMENT OF FEE. BRANCHES SHOULD RECORD ALL MORTGAGES BY DEPOSIT OF TITLE DEEDS (EMG) CREATED SUBSEQUENT TO 31.03.2011 IN FORM-I AND SUBMIT THE SAME TO THE REGIONAL ZONAL OFFICE FOR CONSOLIDATION AND REGISTRATION WITH CENTRAL REGISTRY
- 30 END USE OF FUND TO BE ENSURED ALL OUR USUAL TERMS AND CONDITIONS TO BE COMPLIED WITH.

"CERTIFICATE OF COMPLIANCE OF SANCTIONED TERMS SHOULD BE SUBMITTED TO THIS OFFICE WITHIN SEVEN DAYS FROM THE DATE OF DISBURSEMENT OF THE LIMIT"

Chief Manager
SANCTIONING AUTHORITY
 Retail Assets Hub, CC.



Request 98

भारतीय गैर न्यायिक

एक सौ रुपये
OF ONE HUNDRED RUPEES
CALCUTTA

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BE 150

Tripartite Agreement

This Agreement made this _____ On _____ Amongst
Mrs. Manisha W/o Mr. Narendra Pal Rana And Mr. Narendra Pal Rana S/o Sh. M.S.Rana R/o C
68, Butler Palace Colony, Jopling Road, Lucknow. hereinafter termed as "Borrower" which term shall be
deemed to include his/her heirs/executors, administrators and assigns:

Proprietorship concern/registered partnership/company represented by its proprietor/managing partner Managing
Director Mr./Mrs./Ms. GAURSONS HI-TECH INFRASTRUCTURE PVT. LTD. hereinafter termed as
"Builder/Owner" which term shall be deemed to include the successors, Administrators and assigns:

Corporation Bank, A body corporate, constituted under the Banking Companies (Acquisition and Transfer of
Undertakings) Act, 1980, having its head office at Mangalore and Branch Office, inter alia, at Faridabad Sector 28
represented by the Branch Manager hereinafter called the "Bank", which expression shall be deemed to include its
assigns, Successors:

Whereas the builder/Land owner is the owner of premises bearing No EMG OF ENTIRE RESIDENTIAL FLAT
MEASURING 1855.00 SQ.FT. SITUATED AT APPARTMENT NO. 1572 ON 14th FLOOR IN EMPEROR-
II IN 1ST AVENUE AT GAURCITY, GH-01, SEC -4, GREATER NOIDA (U.P.),

[Handwritten signature]

For GAURSONS HI-TECH INFRASTRUCTURE PVT. LTD.

[Handwritten signature]
Authoris

Whereas the Builder/Land Owner is developing residential sites by constructing residential apartment thereon; Whereas under an agreement dated _____ Between Builder/Land Owner and the Borrower, the Builder/Land Owner has agreed to sell the _____ % share of undivided interest in the land and to construct an apartment for the Borrower and in furtherance thereof, Borrower has already paid to Builder/Land Owner Rs _____ (Rupees _____ Only) by the way of earnest money; and

Whereas the Borrower in order to raise a loan to pay the balance of price and cost of construction to the Builder/Land Owner has request him to execute in his favor a registered Sale Deed conveying to him the undivided interest in the premises agreed to be sold to him and to further permit him to offer the same with the superstructure to the Bank to raise the necessary loan by creating an equitable mortgage in its favor; and

Whereas the bank on written application of the Borrower has already sanctioned loan of Rs _____ (Rupees _____) to the Borrower as per sanction order Dated _____, and has agreed to release the loan soon after the borrower creates an equitable mortgage by way of deposit of title deeds relating to the undivided interest in the premises to be purchased by him from the Builder/ Land Owner, and

Whereas the execution, registration and taking delivery of the registered sale deed of the undivided interest on the land for being deposited with the bank involves considerable time, the borrower and the Builder/Land Owner have requested the bank to release the sanctioned loan on the terms and conditions stipulated hereinafter; and

Whereas the bank having agreed to the said offer, the Borrower, The Builder/Land Owner and the Bank covenant with each other as follows:

That an compliance by the Borrower of the terms and conditions sanctioned in the agreement between him and the builder/Land Owner, the Builder/Land Owner shall execute and register a sale deed in favour of the Borrower regarding the property in question.

That the Borrower/Builder/Land Owner shall hand over the original registered sale deed directly to the bank for creation of equitable mortgage.

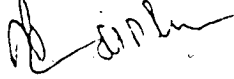
That in the event of the Borrower and or Builder/Land Owner failing to complete the sale transaction and registration thereof as per the agreement between the builder/Land Owner & Borrower, the Builder/Land Owner undertakes and agrees to return all the moneys received by him, in connection with the amount disbursed by the bank to the borrower for purchase of the flat in question with interest to the bank.

That the Builder/Land Owner shall stand discharged of all his/its obligations ipsofacto under this Agreement and this tripartite agreement shall become void and unenforceable against the Builder/Land Owner immediately on registration of the sale deed and depositing the same with the bank.

It is further agreed that the word 'Loan' mentioned above includes interest, penal interest, and all other sums payable by the Borrower to the bank.

In witness of the parties have executed this agreement on the date mentioned above

BORROWER

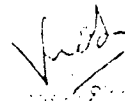


FOR CORPORATION BANK

BRANCH MANAGER

BUILDER/LAND OWNER

For GAURSONS HI-TECH CONSTRUCTION PVT. LTD.



Request-98



GAURSONS HI-TECH INFRASTRUCTURE PVT.LTD.
D-12, SECTOR 63
NOIDA,
Ph: 0120-4567777
Fax: 0120-4567777

CUSTOMER COPY
SAVIOUR

RECEIPT

Received with thanks from
First Allottee : Mrs. Manisha
C-68, Butler Palace Colony,
Jopling Road,
Lucknow.

Receipt No. : REC0003/03923/12-13P
Date : 17/12/2012
Application No. : BKSWTK/00653/12-13
Customer ID:

Co Allottee(s) : Mr. Narendra Pal Rana
Payment in respect of Unit No.: 1572, Floor 14th at EMPEROR-II, in 1ST AVENUE, GC-1, GAUR CITY SECTOR-4, GNIDA

vide Pay Order No. 112555 dated : 14/12/2012 Drawn on : CORPORATION BANK lucknow
Narration. payment received....

Description	Amount (Rs.)
At the time of Booking. UNIT CHARGES (18,485.00 + ST : 572.00)	19,057.00
Within two months of Sanction of plan. UNIT CHARGES (1,446,739.00 + ST : 44,704.00)	1,491,443.00

Rupees Fifteen Lacs Ten Thousand Five Hundred Only

1,510,500.00

- * Receipt is valid subject to realisation of cheque.
 - * Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received
- S.T.NO :

for GAURSONS HI-TECH INFRASTRUCTURE PVT.LTD.



GAURSONS HI-TECH INFRASTRUCTURE PVT.LTD.

CUSTOMER COPY

D-12, SECTOR 63

NOIDA,

Ph. 0120-4557777

Fax. 0120-4567777

RECEIPT

Received with thanks from

First Allottee : Mrs. Manisha
C/o Dr. Rohit Singh
277/3, Mangal Pandey Nagar,
Swabhiman Park, Meerut.

Receipt No. : REC0003/03255/12-13P
Date : 10/06/2012
Application No. : BKSWTK/00653/12-13
Customer ID:

Co Allottee(s) :

Payment in respect of Unit No.: 1572, Floor 14th at EMPEROR-II, in 1ST AVENUE, GC-1, GAUR CITY SECTOR-4, GNIDA

vide Cheque No. 526251 dated : 17/03/2012 Drawn on : BOB Nagina

Narration: Payment Received.....

Description	Amount (Rs.)
On Booking. UNIT CHARGES (291,009.00 + ST : 8,991.00)	300,000.00

Rupées Three Lacs Only

300,000.00

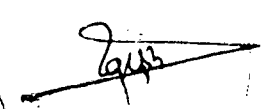
* Receipt is valid subject to realisation of cheque.

for GAURSONS HI-TECH INFRASTRUCTURE
PVT.LTD.

* Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received

S.T.NO :

(Prepared by)


Authorised Signatory



GAURSONS HI-TECH INFRASTRUCTURE PVT.LTD.

CUSTOMER COPY

D-12,SECTOR 63

NOIDA,

Ph: 0120-4557777.

Fax: 0120-4567777

RECEIPT

Received with thanks from

First Allottee : Mrs. Manisha
C/o Dr. Rohit Singh
277/3,Mangal Pandey Nagar,
Swabhiman Park,Meerut.

Receipt No. : REC0003/03254/12-13P

Date : 30/06/2012

Application No.: BKSMTK/00653/12-13

Customer ID:

Co Allottee(s) :

Payment in respect of Unit No.: 1572 ,Floor 14th at EMPEROR-II, in 1ST AVENUE, GC-1,GAUR CITY SECTOR-4,GNIDA

vide Cheque No. 526253 dated : 09/06/2012 Drawn on : BOB Nagina

Narration. Payment Received...

Description	Amount (Rs.)
On Booking,UNIT CHARGES (63,051.00 + ST : 1,949.00)	65,000.00

Rupees Sixty Five Thousand Only

65,000.00

* Receipt is valid subject to realisation of cheque.

* Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received

S.T.NO :

for GAURSONS HI-TECH INFRASTRUCTURE
PVT.LTD.

Authorised Signatory

(Prepared by)

Request-98



GAURSONS HI-TECH INFRASTRUCTURE PVT.LTD.

CUSTOMER COPY

D-12,SECTOR 63
NOIDA,
Ph: 0120-4557777,
Fax: 0120-4567777

RECEIPT

Received with thanks from

First Allottee : Mrs. Manisha
C/o Dr. Rohit Singh
277/3,Mangal Pandey Nagar,
Swabhiman Park,Meerut.

Receipt No. : REC0003/03256/12-13P
Date : 10/06/2012
Application No.: BKSWTK/00653/12-13
Customer ID:

Co Allottee(s) :

Payment in respect of Unit No.: 1572 ,Floor 14th at EMPEROR-II, in 1ST AVENUE, GC-1,GAUR CITY SECTOR-4,GNIDA

vide Cheque No. 000009, dated : 24/03/2012 Drawn on : BOB MEERUT
Narration: Payment Received...

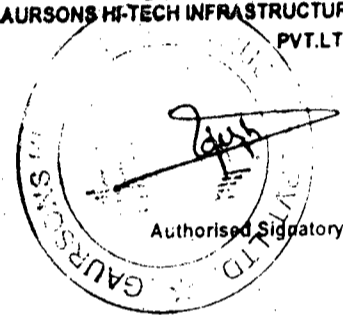
Description	Amount (Rs.)
On Booking,UNIT CHARGES (130,955.00 + ST : 4,045.00)	135,000.00

135,000.00

Rupees One Lacs Thirty Five Thousand Only

- * Receipt is valid subject to realisation of cheque.
 - * Acceptance of this payment won't guarantee transfer of ownership of unit till final payment is received
- S.T.NO :

for GAURSONS HI-TECH INFRASTRUCTURE
PVT.LTD.



(Prepared by)

Request-98

From,

Maharani Din,
Deputy Registrar,
High Court of Judicature at
Allahabad.

To,

The District Judge,
Lucknow.

²²
No. 15185 / IV- 3610/ Admin (A) / Dated 27-09-2012

Subject:- Information about purchase of a new Hyundai Eon car, as submitted by Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow.

Sir,

With reference to your endt. no. 2109/ XV PF dated 04.09.2012 on the above subject, I have to say that Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow may kindly be asked to submit information about purchase of the car giving complete and pointwise (from point 1 to 11) details about the transaction in the light of directions contained in Court's C.L. no. 25/ Admin (A) dated 13.07.1998 along with all the supporting papers, as asked for therein the Court's Circular letter, referred to above, so that further necessary action may be taken in the matter.

Yours faithfully

Maharani Din
26.9.12

Deputy Registrar

²³
No. 15186 / IV- 3610/ Admin(A)/ Dated 27-09-2012

Copy forwarded for information & necessary action to Sri Narendra Pal Rana, Civil Judge (Junior Division), Lucknow.

Maharani Din
26.9.12

Deputy Registrar

D.R. (M)

May issue?

Dr. Tausif

21.09.12

PKS

22.09.12

AR
22.9.12

Santal
14-9-12
Encl (5)

15-9-12

12-9-12
(LW)

प्रेषक,

नरेन्द्रपाल राना,
सिविल जज हवाली (जू0डि0)
लखनऊ।

सेवा में,

महानिवन्धक,
माननीय उच्च न्यायालय, इलाहाबाद,
लखनऊ पीठ, लखनऊ।

14502
3610
21
20-9-12

31
19/9/12
8
20-9-12

द्वारा: माननीय जनपद न्यायाधीश,
लखनऊ।

विषय: वाहन कय करने के सम्बन्ध में सूचना

महोदय,

सादर अवगत कराना है कि मेरे द्वारा नयी कार संख्या यू.पी. 32 ई.जे.9171 दिनांक 08-08-12 का कय की गयी है। माननीय उच्च न्यायालय के सी0एल0 नं0 25/एड0(ए) दिनांक 13-07-98 के अनुपालन में कार कय के सम्बन्ध में सम्पूर्ण विवरण इस प्रकार है:-

- 1- मेरे द्वारा अपर सिविल जज (जू0डि0) के रूप में दिनांक 12-05-09 को कार्यभार अलीगढ़ में ग्रहण किया गया।
वर्तमान में मेरा सकल मासिक वेतन रूपया 48,905.00 है तथा कटौती के बाद रूपया 43134.00 प्राप्त होता है।
- 2- मेरे द्वारा हुण्डई कार ईओन डी लाईट प्लस दिनांक 08-08-12 को कय किया गया। डिलवरी रसीद की छाया प्रति संलग्न कर प्रेषित की जा रही है। कार का चेचिस नं0-090560 व इंजन नं0 76594 है। इस कार का कुल मूल्य पंजीयन, बीमा सहित रूपया 3,45,050.00 बनता है।
- 3- मेरे द्वारा कार को कय करने के लिये माननीय उच्च न्यायालय से कोई अग्रिम अथवा लोन नहीं लिया गया है।
- 4- मेरे द्वारा कार को कय करने में रूपया 2,90,000.00 का ऋण भारतीय स्टेट बैंक शाखा हजरतगंज, लखनऊ से लिया गया है, जिसकी अवधि 07 वर्ष है। इस प्रकार सम्पूर्ण ऋण 84 किश्तों में चुकाया जाना है तथा एक किश्त रूपया 5000.00 की बनती है। डीलर का नाम मे0 प्रीमियर कार सेल्स लि0 है, जिसका पता-9 शाहनजफ रोड, लखनऊ। यह डीलर हुण्डई के नियमित व प्रतिष्ठित डीलर है।
- 5- इस डीलर से मेरा कोई व्यक्तिगत सम्बन्ध नहीं है और मेरी जानकारी के अनुसार इस डीलर का कोई वाद मेरे न्यायालय में नहीं है।
- 6- कार हेतु किये गये कुल नकद भुगतान रूपया 3,45,050.00 में से रूपया 35,000.00 मेरे द्वारा स्वयं के वेतन बचत खाते से भुगतान किया गया है शेष रूपया

05
So. Adm. N/A

16
D.R.M.
12-09-12

6
J.R.M.
12-09-12

1
2 SEP 2012

See Adm.
21-09-12

20050-n²

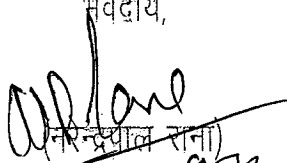
20,00,000 मेरी पत्नी के द्वारा भुगतान किया गया है। मेरी पत्नी श्रीमती मनीषा वर्तमान में अपर सिविल जज (सी0डि0) के पद पर लखनऊ में ही तैनात है। शेष रूपया 2,90,000.00 भारतीय स्टेट बैंक शाखा हजरतगंज, लखनऊ से फाइनैन्स किया गया है। इस प्रकार मेरे द्वारा कुल रूपया 3,45050.00 का भुगतान किया गया है।

गाड़ी का पंजीयन प्रमाण पत्र एवं डिलवरी रसीद एवं भारतीय स्टेट से एग्रीमेंट की छाया प्रति माननीय महोदय की सेवा में सादर प्रेषित की जा रही है।

अतः सूचना माननीय महोदय की सेवा में सादर प्रेषित।

संलग्नक: यथापरोक्त।

दिनांक-03-09-12

भवदीय,

 (नरनन्दप्रसाद राना)
 सिविल जज इयाली (जू0डि0)
 लखनऊ।

कायस्थि जदपः न्यायाधारा, लखनऊ
 पत्रांक 2109/XV PF दिनांक: 04/9/12
 अध्यायक (त) 1-1-77
 नरनन्द प्रसाद राना, लखनऊ

DELIVERY RECEIPT

5897

Customer Name: Nalendra Pal Rana
Address: C-68 Butler Palace Colony Lucknow Date: 08/08/11

VEHICLE PARTICULARS

Model: CON Chassis No. 090560
Variant: Delte 1 Engine No. 76599
Colour: PHW Registration No. _____

TOOLS & ACCESSORIES

- 1. Owner's Manual and Service Booklet
- 2. Duplicate Keys
- 3. Tool Kit
- 4. Jack
- 5. Jack Rod
- 6. Spare Wheel
- 7. Other items

- A) mat floor
- B) mat bag
- C) foot case
- D) car cover
- E) conformalax
- F) Muss system
- G) _____
- H) _____
- I) _____
- J) _____

I/We Am/are aware that this vehicle should be used only after registration, fitment of number plate & payment of Motor Vehicle Tax as per rules of Motor Vehicle Act and I/We shall observe the rules accordingly. If I/We fail to do so, your firm shall be absolved of all the risk and consequences arising there of and I/We shall be liable for the same. I/We have taken delivery of the new vehicle in good road worthy condition together with tools and equipment as per manufacturer's specification.

I also understand that all discounts offered to me have been adjusted against the cost of the car and insurance cover note has been issued on discounted price of the car.

For **PREMIER CAR SALES LTD.**



Authorized Signature

[Handwritten signature]

I/We have read the conditions listed above

[Handwritten signature]
Customer's Signature

TRANSPORT DEPARTMENT UTTAR PRADESH

परिवहन विभाग उत्तर प्रदेश

FORM 23 (SEE CMV RULE 48) प्रपत्र २३ (के.मो.वा. नियमावली नियम ४८)

FORM OF CERTIFICATE OF REGISTRATION INDIA पंजीकरण प्रमाण पत्र का फार्म

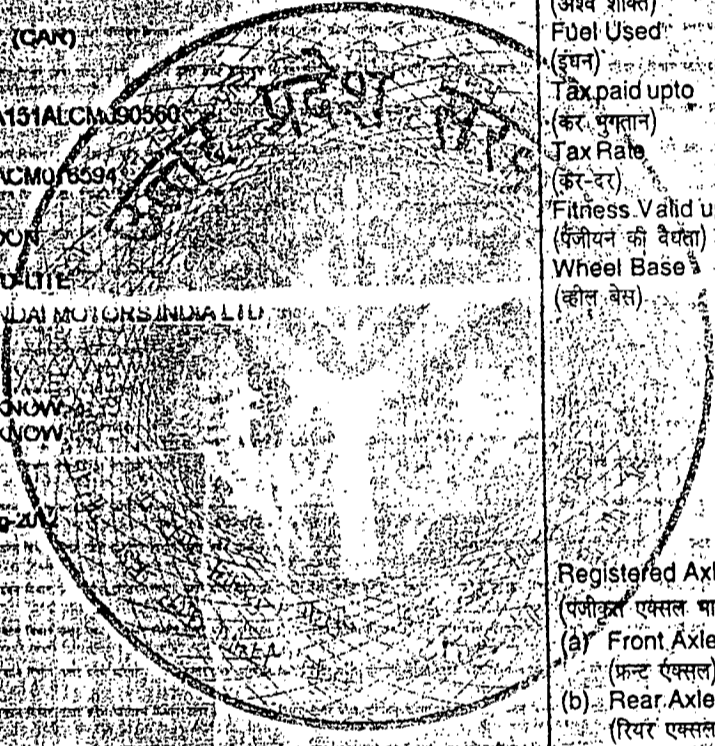
REGIONAL TRANSPORT OFFICE, TRANSPORT NAGAR, LUCKNOW

Registration Number: **UP32EJ9171**
 (पंजीकरण संख्या)
 Owner's Name & Address: **MR NARENDRA PAL RANA**
 (वाहन स्वामी का नाम एवं पता)
 Son/wife/daughter of: **MALKHAN SINGH RANA**
 (पिता/पत्नी/पुत्री का नाम)
 Full Address: **C-88**
 (Permanent) **BUTLER PALACE COLONY**
LUCKNOW
 Full Address: **C-88**
 (Current) **BUTLER PALACE COLONY**
LUCKNOW

Registration Date: **14-Aug-20**
 (पंजी तिथि)
 Owner's Serial: **1**
 (वाहन स्वामी क्रमांक)
 Manufacturing Year: **2012**
 (निर्माण का वर्ष)
 No. of Cylinders: **3**
 (सिलिन्डर की संख्या)
 Unladen Weight: **772 kgs**
 (खाली भार)
 Laden Weight: **1160 kgs**
 (भरा हुआ भार)
 Seating Capacity: **5 (including driver)**
 (सीट क्षमता)
 Colour: **C WHITE**
 (रंग)
 Horse Power: **814 HP / 814 CV**
 (अश्व शक्ति)
 Fuel Used: **PETROL**
 (इंधन)
 Tax paid upto: **Life time**
 (कर, भुगतान)
 Tax Rate: **Life time (RT-)**
 (कर दर)
 Fitness Valid upto: **13-Aug-2021**
 (पंजीयन की वैधता)
 Wheel Base: **2380**
 (व्हील बेस)

Dealer's Name & Address: **PREMIER CAR SALES LTD.**
 (विक्रेता का नाम)
9, SHAHINAJAF ROAD
LUCKNOW

Vehicle Class: **LMV (CAR)**
 (श्रेणी)
 Chassis Number: **MADA151ALCM90560**
 (चेसिस संख्या)
 Engine Number: **G3HACM016594**
 (इंजन संख्या)
 Type of Body: **SALOON**
 (वाही का प्रकार)
 Maker's Name: **HONDA LITE**
 (निर्माता का नाम)
HYUNDAI MOTORS INDIA LTD.
 HP / Lease Agreement with: **SHRI JAYE MO**
 (समझौता/लीज समझौता किससे)
LUCKNOW
LUCKNOW



Description and Size of Tyres
 (इंधन का विवरण एवं आकार)
 (a) Front Axle
 (फ्रंट एक्सल)
 (b) Rear Axle
 (रियर एक्सल)
 (c) Any other Axle
 (अन्य कोई एक्सल)
 (d) Tandem Axle
 (टैंडम एक्सल)

Registered Axle Weight
 (पंजीकृत एक्सल भार)
 (a) Front Axle
 (फ्रंट एक्सल)
 (b) Rear Axle
 (रियर एक्सल)
 (c) Any other Axle
 (अन्य कोई एक्सल)
 (d) Tandem Axle
 (टैंडम एक्सल)

Vehicle Registered Against NEW VEHICLE Case

Enter by: 14-Aug-2012

Sr. No: **RC - K 0712545**

Specimen Signature of the Owner

Specimen Signature of Financier

Signature of Registrar

वाहन स्वामी के हस्ताक्षर

वित्त पोषक के हस्ताक्षर

पंजीयन अधिकारी

ARRANGEMENT LETTER

(For financing cars)

State Bank of India
LUCKNOW MAIN BRANCH

To

1) Shri/Smt/Kum
Mr.NARENDRA PAL RANA S/O D/O W/O
Mr.MALKHAN SINGH RANA
C-68 BUTLER PALACE COLONEY, C-68 BUTLER
PALACE COLONEY, LUCKNOW-226001

Date: 08-08-2012

Reference No.

Dear Sir/Madam,

Personal Segment Advances**Loan for purchase of Ezee(New)*/ Advantage(New)*/Used*/Certified Pre Owned Car*
Term Loan/Overdraft of ₹ 2,90,000.00**

We are pleased to advise that on the basis of documents submitted by you and the information furnished by you in your application for Car Loan/overdraft dated 03/08/2012, we have decided to sanction a Car Loan/overdraft limit of ₹ 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only) to you, as per the undernoted break-up -

(i) Car loan amount -	₹2,90,000.00
(ii) Funding of SBI Life Insurance Cover (Optional) -	₹.00
Total -	₹2,90,000.00

on the following terms and conditions.

2. Purpose :

The loan/Overdraft is sanctioned to you for the purpose of purchase of New*/Used*/Certified Pre Owned Car*

(ii) Premium of SBI Life Insurance cover (Optional) - ₹.00

3. Margin : 15.95%

4. Rate of Interest will be charged and applied at the rate mentioned below *on daily outstanding debit balance in your account at monthly rests*: -**FIXED RATE OF INTEREST**Interest on the amount of loan will be applied at the rate of % p.a. at monthly rests, calculated on the highest monthly balance. Further, in the event of major volatility in interest rate or the fixed rate falling below the Base Rate stipulated by the Bank from time to time or for any other reason, whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably. Bank shall be the sole judge to determine whether such conditions exist or not. In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest, as it deems fit.

(To be deleted where floating rate of interest is applicable)

<http://10.0.229.44/FinnOneCAS/ReportDynaParam.los>

8/8/2012

MP Rao

MP Rao

10. Legal expenses, etc. :

All expenses like valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan are to be borne by you

11. Processing charges:

Processing charges of ₹ 1479 (Rupees One Thousand Four Hundred Seventy Nine Only) are payable immediately.

12. Disbursement:

The loan/overdraft amount will be disbursed by means direct to the account of the supplier/dealer after execution of prescribed security documents. Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions as mentioned in the documents(s) executed/to be executed in connection with the loan/overdraft and as may be prescribed by the Bank from time to time. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and guarantor(s) in token of acceptance of the terms and conditions detailed herein within a period of 45 days from the date of this letter.

13. Issue of cheque book etc.: (Applicable only for Car Loan Overdraft)

Cheque book will be issued and operation of the account on overdraft basis will be permitted only after final disbursement of the overdraft. Under no circumstances the drawings in the Overdraft account will be allowed to exceed the Drawing Power fixed in this regard.


The overdraft is also subject to other terms and conditions that may be prescribed by the Bank from time to time. Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

14. The Bank reserves the right to collect any tax if levied by the State/Central Government and/or other Authorities in respect of this transaction.

15. The Borrower shall provide an undertaking in the form required by the Bank that no consideration has been/shall be paid to the guarantor/s in respect of the guarantee to be executed in favour of the Bank for securing the facilities granted herein. **

(** Applicable in respect of advances which are secured by guarantee)

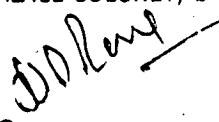
Yours faithfully,

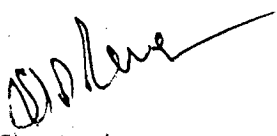

Branch Manager
(* Delete whichever is not applicable)
Received the original.
Terms and conditions accepted



Mr.NARENDRA PAL RANA S/O D/O W/O Mr.MALKHAN SINGH RANA
C-68 BUTLER PALACE COLONEY, C-68 BUTLER PALACE COLONEY, LUCKNOW-226001

(Borrower)




(Signature)

Date: 08-8-2012

Terms and conditions accepted

Guarantor(s)

Date:

