segment 98

Annexure-6	2
ORITY*****CREATER NOIDA INDUSTRIALDEVELOPMENT AUTHORITY::::	
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ND/TL PAISE ZERO ONLY  ND/TL Sr. No.: 77461  KEY: PIMEUZ	- TAN
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भारतीय स्टेट बैक STATE BANK OF INDIA का	
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PUDDE TODOLILE 10"537216" 000002000: 000414" 16



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Annexure - 7 Receipt Applicant's Copy आवेदक की प्रति

Receipt Applicant's Cop आवेदक की प्रति

## Greater Noida Industrial Development Authority

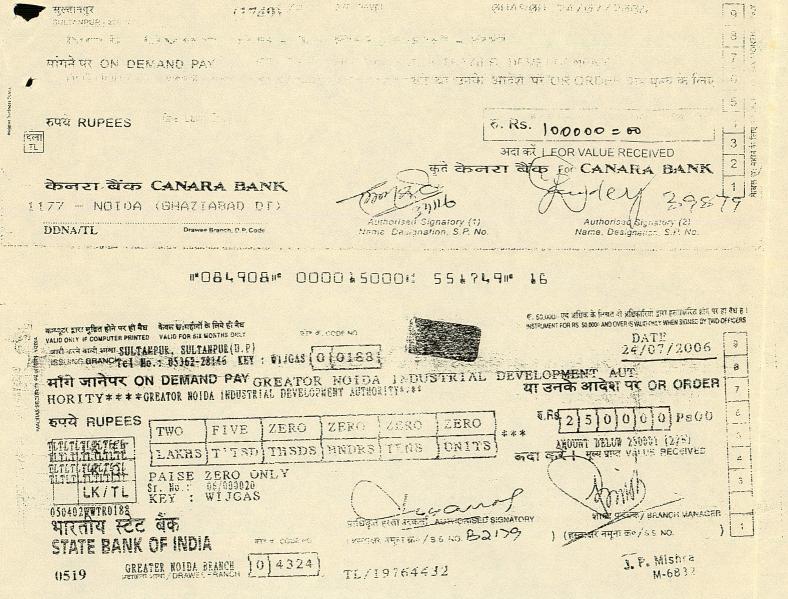
	Residential Plots Scheme I	<sup>2</sup> HI 3&4, CHI 3&4 & I	ETA-1	
Scheme Code : L योजना कोड	00104	Form Serial No. : प्रपन्न क्रमांक संख्या	107414	
Registration Number पंजीयन नम्बर				 
Bank Code : बैंक कोड	13	,		
Date : ਰਿथਿ	D D M M Y Y 1010		•	
By Cash/Demand Draft Drawn on	SATISH KUP	Authority Two H  115 earl Dated On.	APPENDED.	Z.

115000

5 250 24/2/04 51000 24/2/04

**Note:** "In case of Surrender/Refund kindly discharge the receipt by signing as under and send this receipt to Greater Noida Industrial Development Authority, 169, Chitvan Estate, Sector Gamma, Greater Noida City, Greater Noida, Pin Code 201308 (U.P.) under registered post. Kindly refund my registration money/amount deposited as per rules."

of Applicant



BONZI BOS CANARA BANK

\*\* 75443 AM | 00000 360000 000549 | 1

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2 Caprie

quest a

## Request 98

## Americe - 5

पत्रांक / सर्म्पति / योजना / 2006 (५०-)

निधि : 03-08-2006



# ग्रेटर नीएडा औघोगिक विकास पाधिकरण

एच - 169 , सैक्टर - गामा, वितवन एस्टेट , पेटर नीएडा सिटी , जिला - गीतम बुद्ध नगर दूरभाष न0 % 95120-2326150/151 फेक्स न0 95120-2326143/145

220

: कोड रिन संव

णडं का क्षेत्र फल :

क का नाम

त्यां भव स का ना 1.0P01

I OP0170227

500 Sqm.

DELHI

LAGERSTROMIA ESTATE

56D CHI-04

TISH KUMAR 7, AGOR ENCLAVE

LHI

ncode: 1,0092

Mey :

डोटय / महाहया.

भूपया अपने पत्र दिनाक १६ १/०८ का संदर्भ ग्रहण करें जिसके द्वारा Cash भूगतान योजना परिवर्तित करने हेतु अनुरोध किला गया है। ज्वल के कम में आपको स्चित किया जाता है। कि प्रचन्धक राम्पति के अनुमोदन विनाक 3-07-2006 के उपनन्त आयर्क भूखण्ड को 🌭 रे-१ भुगतान योजना में Cao!: भुगतान योजना ने परिवर्तन कर ंवा गया । अतः अतः विश्वांच है कि निम्न तालिका के अनुसार भुगतान करना भुमिरिचत करे। शेष शर्ते पूर्वत ही 2111

#### PAYMENT SCHEDULE

Pay Type

Allotment Money

Due Date

Due Amt

25-08-2006

2069750.00

3310814 पुबन्धवः (सम्पति।

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	ll each	76570	7 4 11- 01		0000.				

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Request 98

TREES COMMENTS IN CONTRACTOR SERVICE STREET, AND THE S

Annexure-5

The state of the s

Ref.: Prop./LOP01

Date:

287

/Ait/ /

26-06-2006

#### GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

169, CHITVAN ESTATE, SECTOR-GAMMA, GREATER NOIDA CITY, GREATER NOIDA DISTRICT GAUTAM BUDH NAGAR., (U.P.)

PH.: 95120-2326335/336/337/4326150/151 FAX: 0120-2326334/145/143

#### ALLOTMENT-CUM-ALLOCATION LETTER

cheme Code

LOP01

orm Serial No

107414

as of Plot lyment Plan

500 Sqm Inst2

cation Type

Park Facing/Green Belt

cation Percentage:

5 %

ATISH KUMAR 57, AGCR ENCLAVE

ELHI

incode: 110092

City:

DELHI

ear Sir/Madam,

le Authority had advertised residential Scheme PHI 3 & 4 - CHI 3 & 4 & ETA-01 on 22-10-2004 @ Rs. 3425 nce the rate of allotment has been revised w.e.f. 1st April' 2006, consequently the allotment shall be done @ Rs. 4500/- per in. The draw of lots for allotment and allocation of specific plot numbers was held on 17-01-05 & 19-01-05. Consequently the otments were withheld due to certain unforeseen circumstances.

w we are pleased to inform you that you have been allocated plot number 56D

in LAGERSTROMIA ESTATE

Sector CHI-04

future correspondence kindly mention your allotment number along with plot number, the Estate and Sector.

ur Allotment Number is

LOP0170227

count Deposited as Registration Money

otment Money vable on or before

Rs.

10-08-2006

56250

503750

e instalments shall be payable on or before the due date as mentioned in Payment Schedule on the next page of this allotment letter.

Rs.

te : -Specifically this is to mention that in case the allocated plot has a locational value the location charges for the ne as per clause A-7.2 of section I of the brochure have been included in the payment schedule mentioned in this

allotment money and the instalments can be deposited in any of the following bank branches directly through a Bank Draft/Pay Order wn in favour of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY payable at NOIDA/NEW DELHI/GREATER NOIDA :-

HDFC Bank, G-28-29-30, Sector-18, Noida.

IDFC Bank, C-1, Alpha Plaza, alpha Commercial Belt, Greater Noida.

iDFC Bank, RG Complex, Plot no-4, DDA Community Centre, Sector - 9, Rohini, Delhi

IDFC Bank, Opposite Mata Ka Mandir, D-965, New Friends Colony, New Delhi - 55

IDFC Bank, Kailash Building, 1st Floor, Kasturba Gandhi Marg, New Delhi.

lease write your NAME, ALLOTMENT NUMBER, PLOT NUMBER along with BLOCK NAME on the covering letter and also on te back of the Draft/Pay Order.

The following documents and formalities are to be complied with at the time of executing the lease deed, as per the clause 'G', 'H' & 'I' Section-IV of the brochure.

J.P. State Non.-Judicial stamp paper is required for an amount equal to 8% of the total premium of plot plus lease rent. e aforesaid rates shall be applicable as determined by the Govt. of U.P from time to time). These stamp papers are to be purchased n Treasury, Distt.-Gautam Budh Nagar.

ease rent @.10% of the total cost of the plot.

`ocurnentation Charges Rs. 120/-.

Request 98

### GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

169, CHITVAN ESTATE, SECTOR-GAMMA, GREATER NOIDA CITY, GREATER NOIDA DISTRICT GAUTAM BUDH NAGAR., (U.P.)

PH.: 95120-2326335/336/337/4326150/151 FAX: 0120-2326334/145/143

#### ALLOTMENT-CUM-ALLOCATION LETTER

:heme Code

LOP01

orm Serial No. as of Plot

107414

500 Sqm.

ayment Plan

Inst2

cation Type

cation Percentage:

Park Facing/Green Belt 5 %

ATISH KUMAR 57, AGCR ENCLAVE

ELHI

incode: 110092

City:

DELHI

ear Sir/Madam,

.a Authority had advertised residential Scheme PH: 3 & 4 - CHi 3 & 4 & ETA-01 on 22-10-2004 @ Rs. 3425 ace the rate of allotment has been revised w.e.f. 1st April 2006, consequently the allotment shall be done @ Rs. 4500/- per im. The draw of lots for allotment and allocation of specific plot numbers was held on 17-01-05 & 19-01-05. Consequently the otments were withheld due to certain unforeseen circumstances.

w we are pleased to inform you that you have been allocated plot number 56D

in LAGERSTROMIA ESTATE

Ref.: Prop./LOP01 /Ait/ /

26-06-2006

Date

Sector CHI-04

if future correspondence kindly mention your allotment number along with plot number, the Estate and Sector.

ur Allotment Number is

jount Deposited as Registration Money

otment Money

/able on or before

LOP0170227

56250

503750

10-08-2006

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Rs

Rs.

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HDFC Bank, G-28-29-30, Sector-18, Noida.

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DFC Bank, RG Complex, Plot no-4, DDA Community Centre, Sector - 9, Rohini, Delhi

IDFC Bank, Opposite Mata Ka Mandir, D-965, New Friends Colony, New Delhi - 65

IDFC Bank, Kailash Building, Ist Floor, Kasturba Gandhi Marg, New Delhi.

flease write your NAME, ALLOTMENT NUMBER, PLOT NUMBER along with BLOCK NAME, on, the covering letter and also on te back of the Draft/Pay Order.

The following documents and formalities are to be complied with at the time of executing the lease deed, as per the clause 'G', 'H' & '' Section-IV of the brochure.

3.P. State Non.-Judicial stamp paper is required for an amount equal to 18% of the total premium of plot plus lease rent. e aforesaid rates shall be applicable as determined by the Govt, of U.P from time to time). These stamp papers are to be purchased n Treasury, Distt.-Gautam Budh Nagar.

ease rent @.10% of the total cost of the plot.

'ocumentation Charges Rs. 120/-.

Cont. ....2...

वेतन पर्ची SALARY SLIBR NOV-2008



## केनरा बैंक प्र.का. वेंगलूर CANARA BANK

H.O. BANGALORE PILIBHIT PURANAGANU नाम NAME: SUMAN BALA (59055) CLERK

अर्जित EARNINGS	रकम AMOUNT	कटौतियाँ DEDUCTIONS	रकम AMOUNT	जाग भगना ०० ००
BASIC GRADUATION ALL FIXED PER ALL DA HRA CONV. ALLOWANCE	12,549.50 171.00 589.00 5,831.47 763.23 97.00	S P F TRAM INCOME TAX CHEMP GOLDJUB FEST ADV RCO CH EMP UNION	1,325.25 3.00 500.00 100.00 1,850.00 40.00	जमा-शाखा CR-BRANC 0401 2198 2198 0822 2198 0906

GROSS EARNINGS :

20,001,20

सकल कटौतियाँ GROSS DEDUCTIONS :

3.818.25

को निवल देय

NET PAYABLE ON: Z7-11-Z008

RS. 16,102.95

खाना सं. : APENO.

00000 CR. BRN : 2178

0206506

## वेतन प्रमाण पत्र

प्रमाणित किया जाता है कि सतीश कुमार, अपर सत्र न्यायाधीश/त्वरित न्यायालय सं. -।, पीली भीत का मूल वेतन 17,950/- - 8,975/- मंद्याई वेतन - 12,655/-मंद्याई भत्ता - 4028/- अन्य भत्ते सहित कुल परिलब्धियाँ 43,608/- प्रति माद है तथा 4813/- की कटौती के पश्चात मृ0 38,795/- १ अइतीस हजार सात सो पिचयानवे रूपये। प्राप्त कर रहे है।

वरिष्ठ कोषी धिकारी,



## केनरा जेंक CANARA BANK

request 1918

Annexure-2

V30

Canafa Bank CHOWK,SULTANPUR A/C No : OD 2008

.Date : 05/01/2006

Page : 3

Statement of Account for the Period

From 03/02/2004

TO Ø5/Ø1/2006

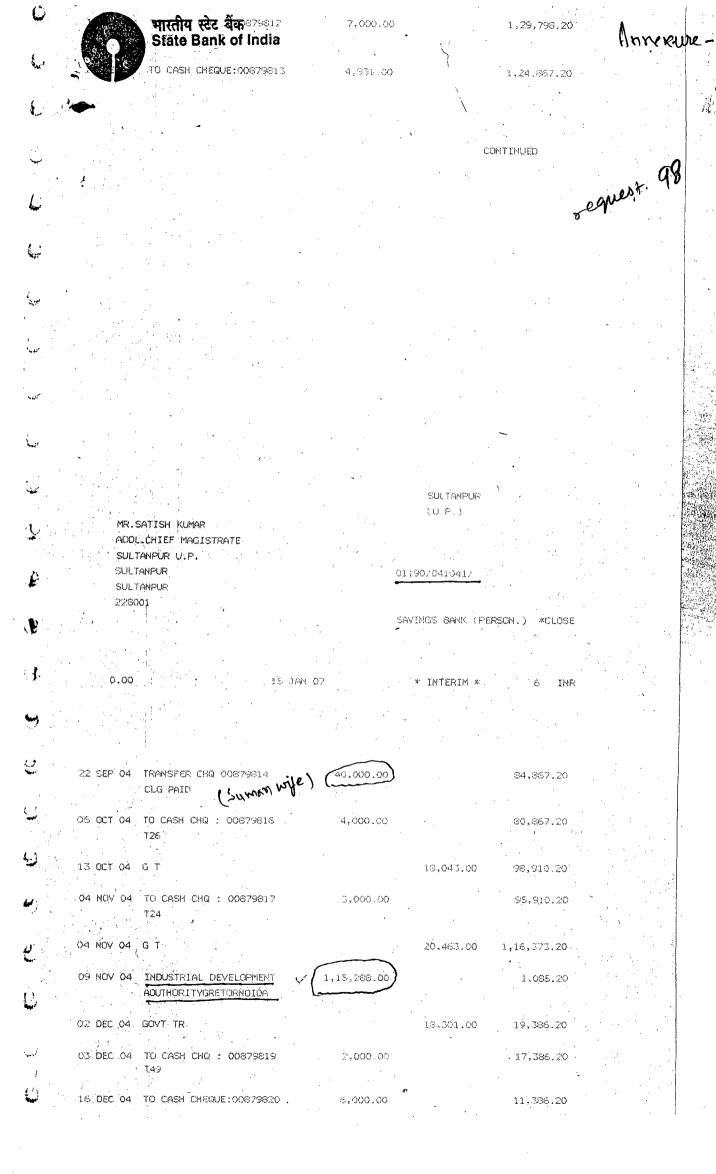
SUMAN BALA CANARA BANK SULTANPUR

Date	Particulars	Chq.No	Withdrawals	Deposits	Balance
24/06/2004	To Bal b/f	to a series and a	406547.42	258003.55	1,48,543.87
24/06/2004	tram ,			3.00	1,48,540.87
24/06/2004	SUP		<b>,</b> ·	864.05	1,47,676.82
29/06/2004	TR SB		7000.00		1,54,676.82
30/06/2004	M'LY INTEREST		1330.00		1,56,006.82
01/07/2004	TR SB		:	100.00	1,55,906.82
03/07/2004	By Cha 8SBI		•	150000.00	5.906.82
15/07/2004	RAMDEY	339622	. 500 .00		6,406,82
17/07/2004	SELF	339623	500.00		6.906.82
19/07/2004	CHAMAN	339624	2890.00		9,796.82
20/07/2004			2041.00		11,837.82
<mark>22/07/2004</mark>	By Chq87980658I			2000.00	9,837.82
23/07/2004	BBNL	339625	797.00		10,634.82
24/97/2994	SELF	339627	500.00	:	11,134.82
<u>24/07/2004</u>	SURENDER	<u>3396,</u> 26	151000.00		62,134.82
28/07/2004	MANISH	339628	5400.00		67,534.82
2 <mark>9</mark> /97/2994	SAL			3.00	. 67,531.82
29/07/2004	SAL		i	7872.10	59,659.72
29/07/2004	SELF !	339629	6398.93	•	65,659.72
50/07/2004	SAL		•	230.41	65,429.31
S1/07/2004	MEDICAL		1	5330.00	60,099.31
31/07/2004			283.00		60,382.31
12/08/2004		•	į ,	844.05	59,518,26
21/08/2004		339630	1324.00		60,842.26
26/08/2004	ALAM SALESCORP.	339631	2100.00		62,942.26
26/08/2004	SAL .			3.00	62,939.26
26/08/2004	SAL			7266.94	55,672,32
140 110 170 170 170 100 100 100 1771 110 110	.Total :	*** (*** **** **** **** **** **** **** ****	488212.42	432540.10	55,672.32

Unless the constituent brings to the notice of the Bank any discrepancy/errors/omission/unauthorised debits immediately, the entries in such pass sheet shall be deemed as correct and shall bind the constituent for all purposes and intents.

Computer Output - Does Not Require Signature

Continued ...



<b>*</b> :	- 12 APR 06	TRANSFER CHR DOZ14879 CLG	10,000.00		2,16,855.67
	26 RPR 06	Transfer		11,620.00	2,28,475.67
)	Callay 06	GOVT. CH. 679744 & 679745		53,162.00	2,81,637.67
	08 MAY 05	TO CASH CHERUE: 00214880	2,000.00	•	2,79,637.67
, .	01 אטע 06 -	TO CASH CHERUE: 00146321	5,000.00		2,74,637.67
	06 JUN 06	Transfer		26,581.00	3,01,218.67
	07 JUN 06	TRANSFER CHR 00146322	6,778.00		2,94,440.67
	03 JSL 06	INTEREST TO DATE		4,063.17	2,98,503.84
	03 JUL 06	TO CASH CHEQUE: 00146323	4,184.00		2,94,319.84
	13 JUL 06	TRAKSFER CHR 00146324	4,117.00		2,90,202.84
	24 JUL 06	TRANSFER CHR 00146325	2,50,875.00		39,327.84
1		TRANSFER CHR 00146326 V	19,820.00	•	19,507.84
	22 AUG 06	TD CASH CHERUE: 00146327	2,500.00		17,007.84
i					
				СДN	ITIKUED

SULTANPUR

MR. SATISH KUMAR ADDL. CHIEF MAGISTRATE SULTANPUR U.P. SULTANPUR SULTANPUR 228001

01190/041041/

SAVINGS BAHK (PERSON.) \*CLOSE

\* INTERIM \* 12 INR

20 SEP 06 TRANSFER CHR 00146328	3,209.00	13,798.84
25 SEP 06 TB CASH CHEQUE: 00146329	10,000.00	3,798.84
25 SEP 06 Interest Application	0.84	3,798.00
25 SEP 06 A/C CLOSED & TFO TO SBI	3,798.00	0.00

END OF STATEMENT

Anneque-2

seques 98

V33

#### **VERIFICATION**

I / We SATISH KUMAR Son/Daughter/Wife of AJIT LAL ATTRI at present aged around 45 years and residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975the borrower(s) solemnly verify that the contents of the above paragraphs are true to my/ our knowledge.

Signed and verified at NOIDA on \_\_\_\_\_day of \_\_\_\_\_

Place:

Date:

SIGNATURES

SATISH KUMAR s/w/d of AJIT LAL ATTRI ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

MAF/ Page 2/2

Undertaking from applicant where a housing loan is granted for purchase of plot of land

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA

Dear Sir,

HOUSING FINANCE
APPLICATION FOR A LOAN FOR PURCHASE OF PURCHASE OF PLOT OF LAND

This has reference to my / our application dated 26/07/06 for a loan of Rs.1831000.00 for purchase of a plot of land for construction of a dwelling unit thereon. I hereby give an undertaking that I will be constructing a house on the said plot of land within a period of two years. In the event of my failing to construct a house within two years the Bank will be free to charge a higher rate of interest as deemed fit by the Bank or even to recall the loan.

Yours faithfully,

SATISH KUMAR s/w/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

(Name(s) and Address)

Ldecal/ Page 1/1

Jegnes 1 98

~3<sup>v</sup>)

Stamp duty as applicable in the State

## <u>AFFIDAVIT</u>

I/ We

Shri/Smt SATISH KUMAR s/w/d of A	JIT LAL ATTRI Age - 45 ye	ears, Occupation -SERVICE	residing at ADDITION	ONAL D. j. FARUKKABAD
22/IV, CIVIL COURT, OFFICER COL	ONT FATEHGARH MOB (	9415183975 do hereby solemnly	affirm and State on o	path as follows :-
			e esan	
By virtue of an Agreement dated		SBI		Uwa hawa
agreed to purchase flat No	wn stalas	aft. built up together with attach	ed terrace of	, I/ we have sq.ft. built up on
us to mortgage the said property in	(hereinafter called t	he said property) for Rs The	developer on	constructed at has permitted me/
purchase the said property out of own	funds, and by taking loan fro	m State Bank of India.	cy rights in the proper	ty, I / we have agreed to
	; :			
I/ We hereby declare that I/we have no entered into the agreement to do so by	in any manner dealt with the	ne said property by way of morto	nage sale gift sub-lo	oog kamataa
a subject matter of any civil suit. If We	have not received any mati-	tredia be chected. The said	property is not attach	ed by any authority nor is
any charge or any encumbrance and m NOIDA.	y/ our title to the same is	clear and marketable to give first	ctaile that the said pro of charge to State Bar	perty is absolutely free of alk of India, SECTOR-62
			•	
I/ We have made this Affidavit with know as a security for the total credit facility of said Bank. I/ We further state that I/ we s	ledge that relying on the co	ntents of this Affidavit, State Bal	nk of India is going to	accept the said property
said Bank. I/ We further state that I/ we s	hall not create any charge e	encumbrance over the said prope	isand Only)) to be gotty during currency of	ranted to me/ us by the the above said loan
Whatever stated above in para No 1 to 4	is true and something			
	Aur on this 200	4	lation and behalf and i	n witness thereof I / we
Date:				
##\frac{1}{2}		•		
Identified by	 			
ADVOCATE	Que .	<del>and the</del> transfer of the second		
	AFFIANT	AFFIANT		

ANNEXURE 'A'

AF	FIC	)AV	T
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I / We SATISH KUMAR Son/Daughter/Wife of AJIT LAL ATTRI at present aged around 45 years and residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975 the borrower(s) hereby make an oath and state as follows:

(a) I/we have availed finance of Rs. \$831000.00 from the Bank for purchase/ construction of house/ tenement/flat which is more particularly described in Schedule I hereunder written (hereinafter referred to as the scheduled property), and hereby declare that I/we have not availed any other loan for acquiring the scheduled property.

(b) I/we have full, absolute and unhindered right, title interest to and over the scheduled property and nobody else has any right, title or interest in the scheduled property:

(c) As a security for the advance/finance availed by me/us, we have delivered to the Bank the title deeds more particularly described in Schedule II hereunder written in respect of the scheduled property with an intention to create mortgage of the scheduled property on \_\_\_ hereby declare that the documents of title delivered by us to the Bank are original title deeds and there are no other documents of title in my/ our my/ possession

I/ we hereby declare that there are not subsisting charges/ encumbrances on the scheduled property and I/ we have not done any act which would affect our title to the scheduled property or the security created by us in favour of the Bank.

(e) I/ we hereby declare that the scheduled property is not subject to any attachment orders on account of taxes, inter alia, including Income Tax/

Sales Tax/ property tax or any other levy, penalty of any nature whatsoever.

(f) I/ we are aware that the Bank has believed on the declarations made by us in this affidavit and on the basis of the declarations made by us, has agreed to grant finance for acquisition of the scheduled property. I/ we are aware that appropriate civil/ criminal proceedings can be initiated against me/ us if it turns out that the declarations made by me/ us hereinabove turn out to be incorrect, false or misleading.

SCHEDULE - I (Detailed description of the property for which loan is granted)

The Property situated at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

SCHEDULE II (Description)

SIGNATURES

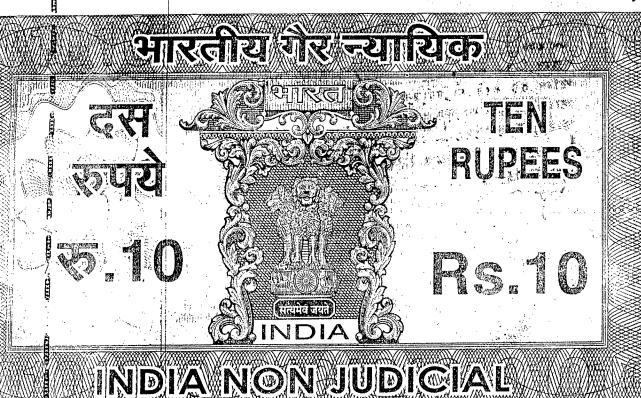
SATISH KUMAR s/w/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

Place:

Date:

MAF/ Page 1/2



उत्तर प्रवेश UTTAR PRADESH

13AA 537476

This is an Integral Part of Dogument

For Rs. (\$21,000 (Rupees Lighten days there

or the Solid State Bank of India

m 23/8/06

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Dated this \_\_\_\_ day of \_\_\_\_\_\_,200

UNDERTAKING CUM DECLARATION CUM INDEMNITY

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#### UNDERTAKING CUM DECLARATION CUM INDEMNITY

Dated & 3 8 66

The Asstt. General Manager / Branch Manager, State Bank of India, RASECC, GHAZIABAD/NOIDA

Sirs,

At our/my request you have agreed to gr LAGERSTROMIA ESTATE, SECTOR-Ch a mortgage charge by deposit of title deed NOIDA. AREA - 500 SQ. METRES. (he hereinbelow) with the SECTOR-62 NOIDA to the tune of Rs for the title deeds in respect of the Schedule appended hereinbelow) with the loan facility, We/I, the undersigned bind our a) We / I agree to Indemnify and keep the charges, expenses and disbursement whats pay or incur or suffer or sustain as a result o with whatever discrepancies that may arise documents, title deeds latent or otherwise in not be reflected in the records of the compete documents which is not available or furnished b) That We/I have the full absolute and unhing	s in respect of the PLOT NO. 56 reinafter referred to as "the said flaton At on At on (purpose) and to the see (hereinafter referred Mumbai on self/myself and our/my successors, as Bank fully indemnified against all soever which the Bank may pay or in f consequences, direct or indirect, on or be subsequently found in our/my respect of the said flat/unit/gala more ent Sub-Registrar of Assurances and it to Bank).	at/unit/gala" more particularly ur/my request you have agrecure the same We/l have cred to as "the said flat/unit/game and in consideration assigns, heirs, executors, admitted assigns, heirs, executors, admitted assigns, heirs, executors, admitted assigns, heirs, executors, admitted and interest over the expecifically in the event of a the absence and non-available.	re secure the same W FATE, SECTOR -CHI by detailed in the Sch beated to grant me a beated a mortgage char cala!" more particularly con of the sanction of to ministrators and assets broceedings losses, d be liable and/or made dvance housing loan be said flat/unit/gala ar any encumbrance whi bility of the	de/I have created I-04, GREATER edule appended facility rge by deposit of detailed in the he said housing and hereby irre amages, costs, to be liable to credit facilities, and/or any of the ich may or may details of the
b) That We/I have the full absolute and unhing of title	40040	Willi	the	Donk
c) That pursuant to the agreement dated Serial no dated the said property stands duly and absolutely versions.		of Sub-Registrar of Assura e said flat/unit/gala and prop	ances at portionate interest in t	
d) That neither We/I nor any of our/my successhall have any objection to and/or challenge the Bank.	sors administrators coniena and	the legal heirs/ representativ	ves, nominees of the er the said flat/unit/gal	parties hereto a in favour of
e) That We/I declare that pursuant to the execution in the execution in the execution in the execution is and the execution in the execution i	ver the said flat/unit/gala	us/me and we/i further inde	emnify the Bank again	ist any doubt
and We/I shall indemnify and shall keep indeproceedings, losses, damages, recoveries, judgesement, lease, lien or lispendence or attachment the records of the competent Sub-Registrar Courts of Law restraining the Bank from enjoyedemnified against any act, deed by person(s) and established by any person or persons foundereof including the proportionate interest in the	lemnified the Bank and/or anybody gments, charges, lien, encumbrance nent either before or after judgement of Assurances and expenses, any toying the quiet, vacant and peaced whomsoever by which the Bank may not interested in the said Flat/unit/or	or other encumbrances etc.) third party claims /proceeding ful possession of the said f	mortgage, gift, trust, ) that may or may not gs, Notices, Injunction flat/unit/gala and kee	possession, be reflected ns from any p the Bank being made or any part

f) in the event of default/non-payment of tr	ne loan installments, our/my account running irregular, non-acceptance of the membership by the
including sale, exchange, mortgage, gift, trus other encumbrances, injunction or order from to occupy the said Flat/unit/gala, We/l, the uniterest without any further proof or contenti	repancies in validity of the title deed documents or in the event of arising of any doubt, encumbrances t, possession, easement, lease, lien or lis-pendence or attachment either before or after judgement or many Courts of Law or Quasi-Judicial authorities/ Government Authority or agency restraining us/me indersigned agree to repay and to make good to the Bank due payments with the applicable rates of on together with the costs, charges and expenses incurred by the Bank for such acts of omission and/or discrepancy in the title deeds in respect of the said flat/unit/gala with the Bank.
applicable from time to time to be stipulated the loan facility availed from the Bank. In the p.a.), on the entire outstandings for the period remains unpaid for a period of 30 days from penalty, the rate of which shall be at the discrete of interest as applied	the Principal Amounts with the applicable rates of interest or at such other rate as may be made by the Bank from the date the amounts became due till the date of payment/realization in respect to e event of default, We/I undertake to pay the enhanced rate of interest @ 2% per month ( i.e. 24% of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) in the due date, for any reason, including a bounced cheque. Besides the bank shall also charge a retion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced cable. (present rate - Rs.250/- for every bounced cheque)
securities including the Membership Share C	posited with the Bank such sum of money as payable towards the loan installments or approved ertificate when issued and title deeds of the said flat/unit/gala including the (details of the deposited and discharge of my obligations towards the Bank against the housing loan facility.
NAME OF THE POST O	"Who arrounds as deposited and also to realize from the socialities which may be appropriated by the
Bank in situations of the obligations and liabili	off the amounts so deposited and also to realise from the securities which may be appropriated by the ty to the Bank to the extent possible at any time the Bank deems fit.
j) We/I authorise the Bank to take such ste default, at any time and from time to time flat/unit/gala.	ps to secure its dues which remain payable, and outstanding from the undersigned in the event of as it may deem necessary in its discretion including to protect/or to dispose off and sell the said
	the state of the s
k) We/l agree and undertake not to hold the omission and/or commission amounting to ne	Bank responsible or liable for any loss or damage which We/I may suffer as a result of any act of gligence or default on part of the said Builder/Society or the previous owners of the said flat/unit/gala.
omission and/or commission amounting to ne	gligence or default on part of the said Builder/Society or the previous owners of the said flat/unit/gala.  y other rights and remedies which the Bank may have against the undersigned under the law or any
omission and/or commission amounting to new l) Nothing herein contained shall prejudice an other documents sign	gligence or default on part of the said Builder/Society or the previous owners of the said flat/unit/gala.  y other rights and remedies which the Bank may have against the undersigned under the law or any ed or to be signed by us/me.  THE SCHEDULE HEREINABOVE REFERRED TO
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omission and/or commission amounting to new l) Nothing herein contained shall prejudice an other documents sign  PLOT NO. 56-D , LAGERSTROMIA ESTATE	gligence or default on part of the said Builder/Society or the previous owners of the said flat/unit/gala.  y other rights and remedies which the Bank may have against the undersigned under the law or any ed or to be signed by us/me.  THE SCHEDULE HEREINABOVE REFERRED TO
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SAA 537477

This is an Integral Part of Document

Under the Company (Rupees Public

Thousand Only) Executed By

In favour of State Bank of India
at 581 at 23 8 06, NOIDA

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Stamp duty as applicable in the State

## DEED OF UNDERTAKING

This DEED OF UNDERTAKING made	n 23/8/06
BY Shri/Smt SATISH KUMAR s/w/d of AJIT	T LAL ATTRI Age - 45 years, Occupation -SERVICE residing at ADDITIONAL D. J. FARUKKABAINY FATEHGARH MOB 09415183975 hereinafter referred to as mortgagor,
	and the second of the second o
having its Cornerate Office at Madam (	DIA, SECTOR-62 NOIDA a Banking Corporation and Constituted under the State Bank of India Act, 1955 Cama Road, Bombay and One of its branches at various places including at and known as SECTOR-6 s the "BANK" (which expression shall) mean and include its successors and assigns).
NOIDA and thereby agreed to purchase Plot No. <u>565</u> Survey No at at	d into an Agreement to Sale with GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, GREATER NOIDA INDUSTRIAL DEVELOPMENT INDUSTRIAL DEVELOPMENT AUTHORITY, GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, GREATER NOIDA INDUSTRIAL DEVELOPMENT INDUSTRIAL DEVELOPM
	esently working in ADDL DISTT. JUDGE, FARUKKABAD 22/IV, CIVIL COURT, FATEHGARH MOR
In case the mortgagor leaves the said premature voluntary retirement or retirement	job and /or voluntarily retires from the said job prior to his age of retirement, which is popularly known a tires after the age of super annuation, the security of the bank regarding repayment of loan will be
AND WHEREAS, the bank has therefore	e called upon the mortgagor to execute this Deed of undertaking.
MODICACOR THAT :	WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED, AFFIRMED AND COVENANTED BY THE
1) In case the mortgagor retir	es or leaves the present job or takes premature voluntary retirement from the present job, the mortgago amount received by him from his present employer towards provident fund, gratuity and other benefits for period of installments of the abovesaid loan obtained by him from the Bank. The Bank shall continue to entire loan is repaid.
2) Further covenants that the	Bank shall be entitled to adjust the interest accrued upon the said deposit towards the monthly installment the Bank
2) The mortgagor further unde	rtakes that during the pendency of the said loan facility, the mortgagor shall not withdraw the said amount any interest on the said amount till the repayment of entire loan.
IN WITNESS WHEREOF the mortgagor	has set his/her hands to this undertaking the day, month and the year hereinabove written.
WITNESS:	SATISH KUMAR s/w/d of AJIT LAL ATTRI
1. Sign., Name, Address	
•	

2.

Sign., Name, Address .



#### STATE BANK OF INDIA

BRANCH / ASST. GENERAL MANAGER SECTOR-62 NOIDA Branch

The Asstt. General Manager / Branch Manager, State Bank of India, RASECC, GHAZIABAD/NOIDA

#### DISBURSEMENT ADVICE TO THE RACPC

RASECC / HL /

Date: 23 8 6 6

Dear Sir,

To

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN SATISH KUMAR s/w/d of AJIT LAL ATTRI

TERM LOAN OF :Rs. 1831000/-

Yours faithfully

BRANCH/ ASSTT GENERAL MANAGER



देश UTTAR PRADESH

3AA 537460

NOIDA 23/06

This is an Integral Part of Decument

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For Rs. 1931 000 (Rupees Kightur Hors That)

Only Executed By

In favour of State Bank of India

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ANNEXURE I

From:

SATISH KUMAR s/w/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

To,

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA

I/We, understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to me / us, the State Bank of India requires my/our consent for the disclosure by the bank of, information and data relating to me / us, of the credit facility availed of / to be availed, be me / us, obligations assumed / to be assumed, by me / us. In relation thereto and default, if any, committed by me/ us, in discharge thereof.

- 2. Accordingly I / We, hereby agree and give consent for the disclosure by the State Bank of India of all or any such
  - a) Information and data relating to me / us;
  - b) the information or data relating to any credit facility availed of / to be availed by me / us, and
  - c) default, if any, committed by me / us, in discharge of my / our such obligation.
- as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorized in this behalf by RBI.
  - 3. I/We, declare that the information and data furnished by me / us to the State Bank of India are true and correct.
  - 4. I/We, undertake that,
  - a) the Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by State Bank of India in the manner as deemed fit by them; and

b) the Credit Information B Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

SATISH KUMAR s/w/d of AttT LAL ATTRI

700

Place : NOIDA

SIGNATURE OF THE BORROWERS
CIBIL/B/ Page 1/1

request 96

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That if the Borrower shall become insolvent, bankrupt, or makes any arrangement or composition with creditors the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) rank as creditor and may prove against the estate of the borrower for the full amount of all the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights as guarantor(s) for the borrower in competition with the Bank until all the bank's claim are fully satisfied and I/we will not be paying off the amount payable by me/us or any part thereof or otherwise proved or claim against the estate of the borrower until the whole of the Bank's claims against the Borrower, in respect of all the liabilities whatsoever have been satisfied and the Bank may enforce and recover payment from me/us of the full amount payable by me/us not withstanding any such proof or composition as aforesaid.

The Guarantor shall not stand discharged by transfer of the loan account of the borrower from one branch to another and such transfer of the account shall not be deemed as a variation of the terms of the contract.

That any notice by way of demand or otherwise may be given by the Bank to me/us sending the same by post and addressed to me/us and the notice shall be deemed to have been given at the time when it will be delivered in the ordinary course of post and it will be sufficient in order to prove service of any such notice and to prove that the envelope containing the same was posted and the certificate signed by any officer duly authorised by the Bank in this regard that the envelope was posted, shall continue such proof.

That the guarantor herein authorise the Borrower/s to acknowledge the debt, on his behalf also and any such acknowledgement or payment made by the Borrower/s in respect of the Loan, shall and shall always deem to extend the Limitation as against the guarantor.

That the guarantee herein contained shall not be determined or affected by the death of the guarantor(s) hereunder but shall in all respect and for all purposes be binding and operative on his/their successor(s), heir(s) and assigns until repayment of all moneys secured by and due to the bank under the loan granted to the Borrower.

We further agree that we shall be jointly and severally liable to the bank for the entire outstanding in respect of the loan and that the bank shall be at liberty to sue either or any of us in respect of such liability without joining the other or others of us and notwithstanding any decree in any such suit subsequently to sue the other or others of us and to proceed to judgement and execution at the option of the bank until its claim is fully satisfied.

Signed and delivered by the said

**GUARANTOR** 

SUMAN BALA s/w/d of SATISH KUMAR

Suman Båla

ADDITIONAL D. J. FARUKKABAD, 22/IV OFFICERS' COLONY, FATEHGARH.

Place: NOIDA

Date: 23 8704

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#### ANNEXURE II

From:

SUMAN BALA s/w/d of SATISH KUMAR

ADDITIONAL D. J. FARUKKABAD, 22/IV OFFICERS' COLONY, FATEHGARH.

To.

Branch Manager / Chief Manager,

State Bank of India,

SECTOR-62 NOIDA

I/We, understand that as a pre-condition, relating to grant of the loans / advances / other-non-fund-based credit facilities to SATISH KUMAR s/w/d of AJIT LAL ATTRI and furnishing guarantee in relation thereto, the State Bank of India requires consent of the guarantors/s of the credit facility, granted / to be granted, by the bank for disclosure of, information and data relating to the guarantors/s, and credit facility availed of by the guarantor/s, obligations as assumed by the guarantors/s, in relation thereto and default, if any, committed, in discharge thereof.

- 2. Accordingly I / We, hereby agree and give consent for the disclosure by the State Bank of India of all or any such
  - Information and data relating to me / us;
  - the information or data relating to any credit facility availed of / to be availed by me / us, and
- default, if any, committed by me / us, in discharge of my / our such obligation. as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorized in this behalf by RBI.
- I / We, declare that the information and data furnished by me / us to the State Bank of India are true and correct.
- 1 / We, undertake that,
- a) the Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by State Bank of India in the manner as deemed fit by them; and
- the Credit Information B Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

SUMAN BALA s/w/d of SATISH KUMAR

Sumem Balay

Place: NOIDA

SIGNATURE OF THE GUARANTORS

CIBIL/G/ Page 1/1

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**OPERATIONS LETTER** 

**Unstamped Operations Letter** 

STATE BANK OF INDIA

SATISH KUMAR s/w/d of AJIT LAL ATTRI

Date: 11/08/2006

To: The Branch Manager, State Bank of India,

RASECC GHAZIABAD/NOIDA

Dear Sir / Madam

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN TERM LOAN OF :Rs. 1831000/-

With reference to the Agreement dated 11/08/2006 executed by me/us in respect of the above limit, I / We request you to please make the account operative at SECTOR-62 NOIDA Branch, until otherwise agreed upon. In token of my/our acceptance to the above, I / We return to you the duplicate of this letter duly signed by me / us for your records.

Yours faithfully,

Borrower (s)

#### **OPERATIONS LETTER**

**Unstamped Operations Letter** 

#### STATE BANK OF INDIA

SATISH KUMAR s/w/d of AJIT LAL ATTRI

Date: 11/08/2006

To: The Branch Manager, State Bank of India,

RASECC GHAZIABAD/NOIDA

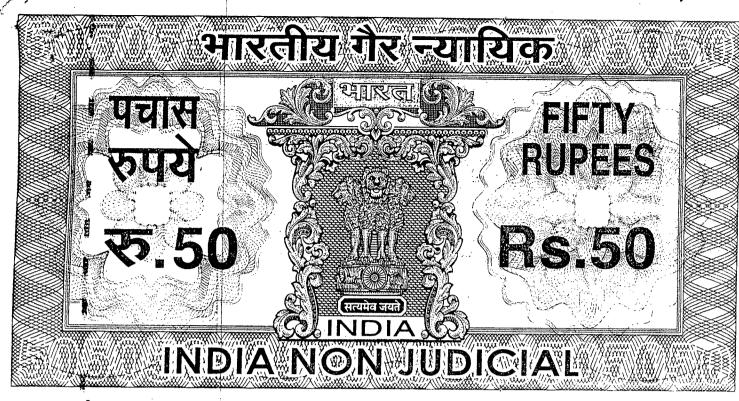
Dear Sir / Madam

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN TERM LOAN OF :Rs. 1831000/-

With reference to the Agreement dated 11/08/2006 executed by me/us in respect of the above limit, I / We request you to please make the account operative at SECTOR-62 NOIDA Branch, until otherwise agreed upon. In token of my/our acceptance to the above, I / We return to you the duplicate of this letter duly signed by me / us for your records.

Yours faithfully,

Borrower (s)



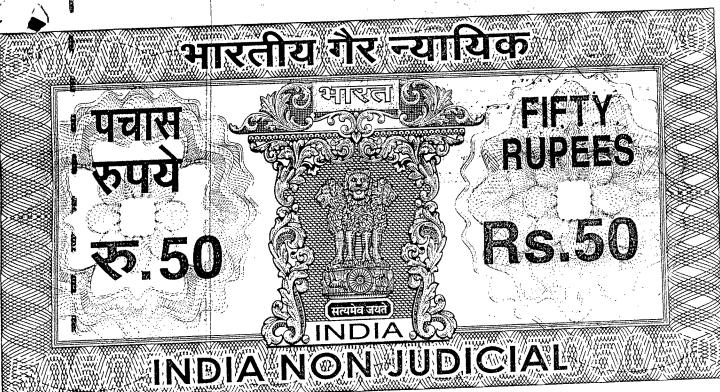
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Stamp duty as applicable in State

To be stamped as an Agreement in accordance with the Stamp Act in force in the State in which the document is executed and not to be attested.

## MEMORANDUM OF TERM LOAN AGREEMENT FOR HOUSING LOAN GRANTED TO PUBLIC

NOIDA

Branch Manager / Chief Manager, State Bank of India, **SECTOR-62 NOIDA** 

Sir/Madam,

Whereas, the State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai - 400 021 having one of its Branch Offices at SECTOR-62 NOIDA (hereinafter called the "the Bank" which expression shall include its successors and assigns) having, at my /our request SATISH KUMAR Son/Daughter/Wife of AJIT LAL ATTRI at present aged around 45 years and residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975hereinafter, called 'the Borrower' which expression shall include his/her respective heirs, executors, administrators and assigns) granted me/us a Housing Loan of Rs.1831000.00 (Rupees Eighteen Lacs Thirty One Thousand Only) for purchase/construction of a flat/house/plot of land or for additions thereto, situated at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

2. In consideration of the grant of the said advance and continuance of the said facility for such time as the Bank may deem fit, I/we SATISH KUMAR s/w/d of AJIT LAL ATTRI do hereby irrevocably and unconditionally agree and undertake with you, so as to bind myself/ ourselves, my/ our heirs, executors, administrator, estates, assigns and effects as follows, viz.

a) The disbursement of the amount of the loan shall be at your absolute discretion and shall be co-related to the actual progress in the construction of the house/flat/additions. Such disbursements shall be made by means of the Bankers Cheque drawn in favour of parties to whom I/we may desire and instruct to make payment for the purpose of acquisition/ construction/ addition of/to house/flat/land. You may at your discretion and at my/our request credit a part of loan amount to my/our current/saving Bank account (maintained in single or joint names) to enable me/us to make payments to suppliers of goods and services. I/we shall submit to the Bank within a reasonable time, satisfactory proof of the proper utilization of the amount of the loan, such as Architect's certificate, certifying the value of the work carried out, Contractor's bills, stamped receipts, sale agreement for house/ flat.

If considered necessary by the bank, I/we shall produce, at my/our cost, photographs showing the progress of construction work carried out by me/us, which photographs besides showing portion of the neighbouring properties, shall be certified by persons whose certificates are acceptable TL / Page 1 / 5 to the Bank.

b) I/We shall repay the amount of loan as per arrangement / sanction letter, which forms part of this Agreement in Equated Monthly Installments of Rs. 18845/- each till the entire loan with interest is fully repaid. This equated monthly installment also includes interest component. The Bank reserves the right to levy prepayment charges of 2% of the amount prepaid in excess of normal EMI dues in respect of preclosure of Housing Loans before expiry of half of the original tenure of the loan.

SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exists or not. If the Borrower is not agreeable to the revised interest rates so fixed, the Borrower shall request SBI, within 15 days of receipt of the notice intimating change in interest rates from SBI, to terminate the loan and shall repay the Loan and any other amount due to SBI in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.

Loan on floating interest rate basis; Interest on the amount of the loan will be applied at the rate of 1.75 % below State Bank Advance Rate hereinafter referred to as SBAR, rising or falling therewith, effective rate being 9.25 per annum at monthly rests calculated on the daily balance of the loan amount. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in SBAR, and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the changes in SBAR are either displayed / notified at / by the branch or published in newspaper or made through entry of interest charged in the passbook / statement of accounts sent to the borrower(s).

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account (s) or a portion thereof for any default or irregularity on my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit. The Equated Monthly Installments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Installment may change/ increase as may be decided by the Bank. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.

Such enhanced interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first installment of the loan where such loan is paid in installments or 30 days from the date of equated monthly installments (EMI) if it remains unpaid for a period of 30 days from the due date, for any reason, including bounced cheque.

- c) If the loan amount has been utilized by me/us for purchase of ready built house/flat, I/We shall pay the first such monthly installment following the month in which the loan amount is disbursed to me/us. The subsequent monthly installments shall be paid before the last day of each subsequent month. If the loan amount has been utilised for construction of/ additions to house/flat, I/we may be permitted to pay the first such monthly installment till 2 months after the month in which the house/flat has been completed or on the expiry of 18 months from the date of disbursement of the first installment, whichever may be earlier. The subsequent monthly installments will be paid before the expiry of the each subsequent month.
- d) Pre-EMI interest: I/We have opted for servicing of Pre-EMI interest and have already delivered or hereby undertake to deliver post-dated cheques drawn at monthly intervals for servicing of the amounts of Pre-EMI interest during the moratorium period.
- e) I/We declare and confirm that the amount of the loan or the balance then outstanding shall become payable at once in case of my death or death of anyone of us. In case of death, the Bank may, at its discretion, continue the loan provided sufficient collateral security is furnished by my legal heirs/ surviving borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by my legal heirs/ surviving borrower(s).

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f) I/We shall arrange for the payment of the equated monthly installment from my/our monthly salary or in whatever manner deemed fit\* or by debit on the due dates from the Current/ Savings Bank account with Branch/ or any other Branch where I/we may hold the account singly or jointly and to appropriate the same in repayment of the said loan and interest. (\*Delete if not appropriate)

I/ We shall execute in favour of the Bank, a letter of authority, addressed to my/our employees to recover and pay to the Bank the equated monthly installment from my/ our salary every month. (\*Delete if not applicable)

- g) On the demand the Borrower agrees to deliver to the Bank post-dated cheques for the monthly installments and the Borrower warrants that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower to pay the monthly installments or any other sum. The borrower agrees to forthwith replace the cheques/ issue fresh cheques, if required by the Bank. The borrower shall not be entitled to cal upon the Bank to refrain from presenting any cheques for payment and if the borrower does so, the Bank shall nevertheless be entitled to present the cheques for payment and in the even of dishonour the provisions under Chapter XVII of the Negotiable Instrument Act, 1881 shall apply. I/We also agree to pay a penalty of Rs.250/- for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.
- h) I/We declare and confirm that on my/our retirement, the outstanding amount of the loan sanctioned to me will become repayable at once. The Bank may, at its discretion, continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by me us.
- i) In the event of cessation of my/our business/service with my/our employers by way of resignation or otherwise (except as a result of the death or retirement), I/we undertake to repay to the Bank forthwith on demand the balance principal amount of the loan, or the balance then outstanding whichever is higher.
- j) In the event of my/our ceasing to be in business/service of my/our employer whether by retirement, resignation, death or by operation of law or by any other reason or cause whatsoever and howsoever you shall be entitled at your discretion, to write to my/our employers to appropriate and set off (i) any amount which may then be payable by my /our employers to me/us whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and
- ii) any amount that may be standing to the credit of any account which I/we may have with my/our employers or with you, either singly or jointly towards repayment of the balance that may be then remaining due and payable by me/us in my/our said loan account together with interest thereon at the applicable rates upto the date of such repayment. Any such appropriation made by you or my/our employers shall be conclusive and binding on me/us and my/our estate both in and out of court. In any even my/ our liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as upto the date of payment has been realised by you whether by way of recovery from my/our employer or otherwise.
- k) I/We will not sell, assign, mortgage, change or in any way encumber or alienate the said flat/house/land or any part thereof so long as I/we am/are indebted to the Bank in the said loan account without prior permission of the Bank in writing. I/We undertake to give prior intimation to you before letting out/ giving on leave and license the said flat/house.
- i) The loan shall be secured by a valid equitable/legal mortgage of the land/house/flat purchased/constructed by me/us for which the Loan facility is provided by executing/registering such documents in such form as may be decided by the Bank. I/We shall, if required by the Bank, give such further security as acceptable to the Bank forthwith on demand by the Bank. In case it is not possible to create security by way of mortgage as aforesaid I/we shall forthwith on demand arrange for other collateral securities by way of pledge such as insurance policies, promissory notes issued by any Govt., shares or debentures of the companies, sufficient quantity of gold or gold ornaments or other articles or things acceptable to the Bank as security for the loan. The loan shall also be secured by the guarantee of a person acceptable to the Bank and good for the loan amount involved and by mortgage of the guarantor's property also, if need be.
- m) I/We shall obtain at my/our cost and produce for the satisfaction of the Bank a certificate from the Advocate/Solicitors approved by the Bank certifying that I/we will have clear and marketable title to the land/house/flat propose to be purchased by me/us and agree that Bank shall be entitled not to disburse any amount of the loan until such certificate has been produced by me/us.
- n) I/We shall maintain a flat/house in good tenantable repair and condition at my/our cost at all times so long as I/we am/are indebted to the Bank and that I/we shall ensure that the Bank's security is not in any way jeopardised. I/We shall duly and punctually pay the charges, if any, payable to the Co-operative society and also all the municipal taxes, charges, rates, cesses etc. from time to time payable by me/us in respect of the flat/house/land. The Bank shall be at liberty to inspect the flat/house/land at any reasonable hours of the day and I/we shall furnish all such information/particulars whatsoever as and when called upon to do so by the Bank. I/We shall provide the required no objection consent for creating a charge on the property secured for the Loan, from the Society/Condominium or any other permissions by any authority necessary for creating the security in favour of the Bank.

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- r) I/We shall abide by the terms and conditions of the sanction of the loan to me/us as mentioned in the arrangement letter/sanction letter which forms part of this agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/the Reserve Bank of India/Central Government/State Government.
- s) The undertakings, authority and agreements herein contained shall be irrevocable so long as I/we continue to be liable to the Bank in the said loan
- t) I/We hereby further agree that as precondition of the loan/ advance given to me/us by the Bank, that in case of default in repayment of the loan/advances or in the repayment of the interest thereon or any of the agreed installment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name(s), details and photograph(s) as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- u) I/We further agree that the Bank is at liberty to disclose/share my/our Credit information to/with Information Company formed under the Credit Information Company (Regulation), 2005, as to the loans granted to me/us and the nature of the securities given by me/ us, the guarantees furnished to secure the said loans whether fund based or non-fund based, my/our creditworthiness and any other manner which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies and the Bank is not liable in any manner to me/us for providing the information as aforesaid to the Information
- v) I/We agree that the Bank has absolute right to assign this agreement in favour of any person including securitisation company or reconstruction company under the SARFAESI Act and on such assignment, I/We will be liable to such assignee as if assignee is the Bank/lender and assignee will have all rights against me/us and as well as overall properties either given as security or otherwise to recover all debts/liabilities payable by me/us under this agreement.
- w) I/We declare that I have understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of my/our failing to do so, the Bank will have a right to recall the advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem it fit and proper.

Yours faithfully,

BORROWER(S) Signed and delivered by: **SIGNATURE** 

NAME

**ADDRESS** 

SATISH KUMAR S/W/d OF AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

Signed and delivered for

alf of State Bank of India,

Shri / Smt

(Asst.General Manager/Chief-Man ger/Branch Manager/an authorized officer of State Bank of TL / Page 5 / 5

India

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#### **GUARANTEE AGREEMENT**

Branch Manager / Chief Manager, State Bank of India, **SECTOR-62 NOIDA** 

Dear Sir,

Place: NOIDA

In consideration of the State bank of India (hereinafter referred to as "the State bank") having agreed to grant/granted at my/our request an advance of Rs.1831000.00 ((Rupees Eighteen Lacs Thirty One Thousand Only) ) by way of loan to Shri/Smt SATISH KUMAR son of / wife of / (hereinafter referred to as "the Borrower") for purchasing flat / constructing of house/ flat, addition daughter of Shri AJIT LAL ATTRI, thereto at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES. I/We Shri/ Smt/ Kum. SUMAN BALA son/wife /daughter of Shri SATISH KUMAR, residing at ADDITIONAL D. J. FARUKKABAD, 22/IV OFFICERS' COLONY, FATEHGARH. hereby guarantee repayment of all moneys at any time payable by the Borrower to the Bank in respect of the said loan made to the Borrower with interest thereon. SumanBalg

I / We also hereby guarantee repayment of all moneys at any time payable by the Borrower to the Bank in respect of the said loan made to the Borrower with interest, costs, charges, expenses, taxes thereon and the due performance and observance by the borrower of the terms pertaining executed by the borrower in favour of the State Bank and the terms and to the loan including the loan agreement dated\_ issued by the State Bank to the borrower(hereinafter called as conditions contained in the arrangement letter dated\_ Agreement) and the payment of all costs and expenses incurred by the Bank in relation thereto and live also agree to pay and make good to the Bank on demand all losses, costs, damages and expenses occasioned to the Bank by reason of non-payment of the said moneys, costs and expenses occasioned to the Bank by reason of non payment of the said monies, costs and expenses or any part thereof or the breach, nonperformance or non-observance of any of the terms under the said agreement as aforesaid, subject to the terms and conditions hereinafter

That my/our liability under this guarantee is co-extensive with that of the Borrower as if I/we were the principal debtor(s) of the Bank and the amount due under this agreement will be recoverable from me/us without any recourse to the Borrower and it shall not be obligatory on the Bank to call upon the Borrower to pay the amount first or to take any action against the Borrower before enforcing the guarantee against me/us nor shall it be necessary for the Bank to join the Borrower in any suit against me/us. I/we further agree that the guarantee given there under is irrevocable and enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the borrower. That the guarantee shall be continuing one. **GA/Page 1/3** 

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That on demand being made by the Bank for the payment of any amount under this guarantee the same shall be paid without demur or protest by me/us and the notice for he claim sent to me/us shall be conclusive of the amount due from me/us under the terms of the guarantee.

The Bank shall be at liberty and without the consent or knowledge of me/us at any time or from time to time to grant to the Borrower or any person liable for him any time or indulgence and to determine, enlarge or vary the amount of the loans and advances to take or not to take and if taken to vary exchange or to take other security or release or part with any securities held or to be held by the Bank for or on account of loans and advances or any part thereof and to compound or to make any other arrangement with the Borrower or any person so liable with or for the Borrower without releasing or discharging and/or in any manner affecting my/our liability under the guarantee.

That the guarantee hereby given is independent and distinct from any security that the bank has taken or may take in any manner what so ever whether it be by way of hypothecation, pledge and/or mortgage and/or any other charge over goods, book debts, movable and other assets and/or any other property movable or immovable and that I/we have not given the guarantee upon any understanding, faith or belief that the Bank has taken and/or may hereafter take any or other such security and that not withstanding the provisions of section 140 and 141 of the Contract Act, 1872 or any other provision of that Act or any other law, I/we will not claim to be discharged to any extent because of the Bank's failure to take any or other such security or in requiring or obtaining any or other such security or losing or parting with for any reason whatsoever including reasons attributable to its default and negligence benefit of any other such security or any rights to any other such security that have been or could have been taken and in the event of the bank so losing or parting with security the guarantor(s) shall be deemed to have consented to acquiesce in the same

That without prejudice to the effect in any manner whatsoever of the forgoing clause, where the loans and advances are secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and/or any charge over goods, book debts, movables and other assets by or under any agreement(s) or letter(s) or otherwise I/we will not be concerned in any manner with any or other such security that the Bank has taken or possess to take or may take and that the Bank's failure in requiring or obtaining any or other such security or in the observance or performance of any of the stipulations or terms contained in any agreement (s) if any or letter(s) and the default of the bank in requiring or endorsing a observance or performance of any of the said stipulations or terms shall not have the effect of releasing me/us from my/our liability and or of prejudicing the Bank's rights or remedies against me/us under the agreement or other wise.

That the Bank shall be at liberty to take other securities for the loans and advances or any part thereof and to release or forbear to enforce all or any of its remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing me/us from my/our liability or of prejudicing the Bank's rights and remedies against me/us under the terms of the guarantee and that I/we shall have no right to the benefit of any other security that may be held by the bank until the claim of the bank against the Borrower in respect of the loans and advances and of all the other claims (if any) of the Bank against the Borrower on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of releasing the amount of the said Bank's claims and rateably only with other guarantors or other persons (if any) entitled to the benefit of such securities respectively.

That not withstanding any thing contained in section 133 of the Contract Act or in any other provisions of law I/we will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in any Agreement(s) or letter(s) and on which the loan has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the loans and advances allowed by the Bank at or without the specific request of the Borrower shall not discharge me/us from my/our liability under this guarantee.

The Guarantor(s) hereby agree(s) that not withstanding any variation made in the terms of the Loan Agreement dated

Or any other Agreement or letter inter alia including variation in the rate of interest, extending the date of payment of the installments and on which the loan has been made or any composition made between the Bank and the Borrower or any agreement on the part of the Bank to give time to or not to sue the Borrower or the Bank parting with any of the securities given by the Borrower, the guarantor(s) shall not be released or discharged of his/her/their obligations under this guarantee provided that in the event of any such variation or composition or agreement the liability of the guarantor(s) shall not withstanding anything herein contained be deemed to have accrued and the guarantor(s) shall be deemed to have become liable hereunder on the date or dates on which the borrower shall become liable to pay the amount/amounts due under the above referred to agreements as a result of such variation or composition or agreement.

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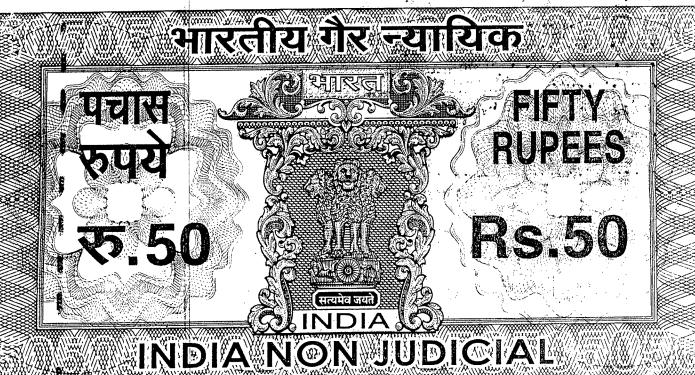
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#### **AGREEMENT TO MORTGAGE**

In consideration of the advance of Rs.1831000.00 now made to me/us by the State Bank of India (hereinafter called 'the Bank') and of the advances already made or to be made by the Bank to me / us from time to time, I / We SATISH KUMAR son of / wife of / daughter of Shri AJIT LAL ATTRI, (hereinafter referred to as "the Borrower") for purchasing flat / constructing of house/ flat, addition thereto at PLOT NO. 56-D, LAGERSTROMIA ESTATE, SECTOR -CHI-04, GREATER NOIDA. AREA - 500 SQ. METRES.residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

hereby undertake so long as I am / we are indebted to the Bank to execute by way of primary / collateral security a legal mortgage with or without possession at the option of the Bank in favour of the Bank of the immovable properties described in the Schedule hereto which belong to me / us absolutely and over which there are no subsisting encumbrances or charges within 14 days of the issue to me / us of a written requisition from the Bank calling upon me / us to execute such a mortgage, such mortgage to secure the repayment of all monies due or to become due from me/us to the Bank on any account whatsoever.

I/we do hereby irrevocably appoint the Bank my/our attorney to execute in its favour and register such mortgage on failure by me/us to execute the same within the time limited as above and I/We agree to ratify and confirm all acts deeds and things done by the Bank in pursuance of this authority.

## **DESCRIPTION OF THE PROPERTY**

Property situated at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

Signature

SATISH KUMAR s/w/d of AJIT LAL ATTRI

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For Na. 1831 DDL (Rupees Rushlen daes hard)

In favour of State Bank of India

NOIDA



उत्तर प्रदेश UTTAR PRADESH

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This is an Integral Part of Document

For Rs. 18.31000 (Rupees File Deu dans Ture

Only) Exeguted By

In favour of State Bank of India

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14. Collection of tax:

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.

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. The loan 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 therein.

Yours faithfully

BRANCHICHIEF MANAGER

Received the original. I/We, undersigned agree to the terms and conditions as set out in this letter. I/we have opted for servicing of Pre-EMI interest.

Borrower(\$)

Date 23 8 06

Terms and conditions of the loan are accepted by me / us as a guarantor(s).

Guarantor(s)

Date: Janan

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SBAR is currently 11 per cent per annum. (The current effective rate being 9.25 percent per annum with monthly rests. The rate of interest is subject to revision from time to time and you/borrower shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR are displayed/notified at/by the branch/published in newspapers/made through entry of interest charged in the passbook/ statement of account sent to you etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in SBAR. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

Enhanced rate of interest @ 2% per month (i.e. 24% p.a.), on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable. (present rate - Rs.250/- for every bounced cheque)

#### 4. Repayment:

The loan is to be repaid in 180 Equated Monthly Instalments of Rs. 18845/- The repayment instalment commences (a) 2 months after completion of construction or after eighteen months from disbursement of first instalment, where loan is released in instalments, whichever is earlier or (b) as under, whichever is early:

The loan will be repaid in 180 E M I of Rs. 18845/- Applicant will have to lodge with us Post Dated Cheques (PDCs) for the repayment of loan and the dates of such cheques should normally be synchronized with the credit of salary or other credit or in other cases should be dated prior to 7th of every month where the account may have sufficient credit balance commencing immediately.

Your liability to the Bank will be extinguished only when the outstandings in the loan account becomes Nil, on payment of residual amount, if any

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Submission of PDCs:

You will have to lodge with us Post Dated Cheques (PDCs) for payment of interest during moratorium and for repayment of loan and the dates of such cheques should normally be synchronized with the credit of salary or other credit or in other cases should be dated prior to 7th of every month where the account may have sufficient credit balance.

Prepayment Charges - Floating Rate of Interest Loans:

A prepayment charge of 2% of the amount prepaid in excess of normal EMI dues will be levied in respect of preclosure of Housing Loans before expiry of half of the original tenure of the loan.

5. Security

a) Primary

PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES. Equitable Mortgage of flat / property / land with original set of documents.

b) Collateral by way of TPG:

SUMAN BALA s/w/d of SATISH KUMAR

Sunan Cala

Sanction / Page 2 / 4

6. Utilisation of the loan	:	The amount of loan shall be utilised strictly for the purpose detailed in your/borrower's application and in the manner prescribed. The construction of the house/flat or the modification/ extension proposed by you/borrower in the existing house/ flat should be strictly according to the plan approved by the Local Authorities/ Town Planning and Developmer authorities. Any modification desired in the scheme as originally approved, can be undertaked only after express sanction for it has been obtained in writing from the Bank.)
7. Insurance		The house/ flat shall be insured comprehensively for the market value or loan sanctioned you, whichever is higher, covering fire, flood etc. in the joint names of the Bank and the borrower.
8. SBI LIFE Insurance:	, 1	You have not opted for SBI Life policy.

The bank will have the right to inspect, at all reasonable times, your/borrower's property by an officer of the Bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be borne by you.

The following documents will be executed by you before disbursement: 
- Term Loan Agreement for Housing Loan - Guarantee Agreement - Documents, Affidavits and Confirmation Letter in respect of Equitable Mortgage - Annexures I and II in respect of Disclosure to CIBIL - Affidavit

All legal expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

Processing Charges - Rs.9155.00

9. Inspection:

10. Documents:

11. Legal Expenses etc. :

12. Processing Charges

13. Disbursement:

The loan will be disbursed only on the following conditions:

Sumangola

- a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.
- b) All the security documents prescribed have been executed by by you/co-applicant(s) / guarantor(s).
- c) The loan will be disbursed direct to builder / vendor, in phases as per stages of construction and as per schedule given in the Agreement to Sale.

Sanction / Page 3 / 4

Eccico X.Q.

# RASECC - GHAZIABAD/NOIDA

レシしい	ENI EXECUTION MEM	J
HOME BRANCH	SECTOR-62 NOIDA	
ACCOUNT NUMBER	DOCUMENT EXECUTION REGISTER FOLIO	
PROPERTY DOCUMENTS OBTAINED	P: 0	
SECURITY DOCUMENTS OBTAINED	Term Loan Agreement for Housing Loan - Guarantee Agreem  Documents, Affidavits and Confirmation Letter in respect of Equitable Mortg  Annexures Land II in respect of Disclosure to CIBIL - Affidavit	
DOCUMENT SE	T generated in DREAM HOME Software - 05/06/2006	
	FOR HOUSING LOANS	
	SATISH KUMAR s/w/d of AJIT LAL ATTRI	<u> 4.</u>
ADDRESS OF FIRST APPLICANT WITH PHONE AND MOBILE NUMBERS :		_ON
ETAILS OF SITE:	PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREA NOIDA. AREA - 500 SQ. METRES.	TE
		<del></del>
CNATURE OF DOCUMENTATION OF	SICED COMATHIDE OF CHIEF MANAGED (MAINTENAN	NOT
GNATURE OF DOCUMENTATION OFF	se note to fill in the dates wherever applicable.	NCE



#### STATE BANK OF INDIA

**BRANCH/CHIEF MANAGER SECTOR-62 NOIDA** 

Delhi

SATISH KUMAR s/w/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

HL/

Date: 11-Aug-2006

Dear Sir,

'P' SEGMENT ADVANCES PRASHASAN PLUS **HOUSING LOAN** TERM LOAN OF :Rs. 1831000/-

With reference to your application dated 26/Jul/2006, we hereby advise you having sanctioned Term loan of Rs.1831000.00 (Rupees Eighteen Lacs Thirty One Thousand Only) on the following terms and conditions:-

Please tender post dated cheques drawn at monthly intervals for servicing of the amount of pre-EMI interest during the moratorium period as mentioned below in this letter.

Amount in words:

(Rupees Eighteen Lacs Thirty One Thousand Only)

Housing Loan. - For Purchase of land. - For purchase of land. The loan is sanctioned to you for the purpose of 1.A. Purpose: purchase/construction/extension/ repairs of new/second-hand residential house/flat at the following address:

PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

2. Margin

INR 930804

(33.70%)

3. Floating Rate of Interest:

Floating Rate of Interest at 1.75 % below SBAR, effective rate being 9.25 % per annum with monthly rests.

Sanction / Page 1 / 4

\* Suman Balg

Satish Kumar - II, Additional Sessions Judge/ c:i ; Fast Track Court, Pilibhit. Through: District Judge. Pilibhit. To, The Registrar General, High Court of Judicature at Allahabad. Subject: Proposal regarding purchase of a plot in Greater Noida (Gautam Budh Nagar) in compliance of Sec.24 <u>U.P. Govt. Servants Rules 1956.</u> Respected Sir. Very humbly I would like to submitted that I proposed to purchase a

plot in sector CHI-04 block Lagerstromia Estate in Greater Noida (Gautam Budh Nagar) from Greater Noida authority. The detail information on the proposed proforma is as follows:-Seen by Jean M. P. 10
Markeya, J. on 22-2.10

1. Date of Joining of Service

June 14, 1990.

2. Present Gross salary and take home salary.

Gross Salary is

Rs. 43,608.00 P.M.

Take home Salary is

Rs. 38,795.00 P.M.

(Note: My wife Smt. Suman Bala is also working lady in Canara Bank, Pilibhit and getting Gross Salary Rs. 20,001.20 P.M., and take home salary is Rs. <u>16182.93 P.M.</u>)

Details of Purchases (movable properties exceeding in value basic pay, immovable property made by him earlier with complete details, date of purchase, amount spent etc.

Maruti Car 800 purchased in 01.12.1996 for a.

Rs.1,97,576.36

Revolver purchased in 19.04.2001 for b.

Rs. 68,139.00

Plot 195.9 Sq.Mtr. purchased on 31.07.2001 in Moti Prayag, Colony, Garh Road, Meerut,

Rs.2,92,785.00

(Information regarding these, in details, has already been sent to Hon'ble High Court well in time.

4. If any advance or loan taken from the High Court, its amount and in what manner the loan will be repaid namely, the number of installments, its amount and tili what date the deduction will be made.

None at present.

If any loan taken from Bank etc, details of amount, mode of repayment, period of deduction, no. and amount of installments.

Home loan sanction

Rs. 18,31,000,00

Actual loan amount taken

Rs. 17,00,000.00

From S.B.I., Branch Sector-62, Noida (Gautam Budh Nagar)

Term (months)

180

No. of installments

180

E.M.I.

Rs. 18,845.00

Jeanest, 98

6. Regarding purchase of second hand car etc.....

V56

Not applicable.

7. Detail of property (Area of plot, locality, city, district, if building or flat then its size)

500 Sq. Mtr. 56-D Sector CHI-04 Block Lagerstromia Estate, Greater Noida (Gautam Budh Nagar), U.P.

8. Name and full address of the dealer/seller

Greater Noida Authority (Gautam Budh Nagar)

9. Whether the dealer regular and reputed one.

Yes.

10. Whether the Judicial Officer is related to the seller in any way and whether any case against the seller is pending in or decided by the Judicial Officer.

No.

11. Details of the source of amount with papers in support thereof.

Total
Price of plot after cash down rebate

and Rs. 5,250/- in cash)

Rs. 22,41,000.00 Rs. 22,41,000.00

Yours faithfully,

Date: 2/1408

(Satish Kumar–II)
Additional Sessions Judge/
Fast Track Court, Pilibhit.

E Col.:

Photocopy of loan agreement with S.B.I. branch 62, Noida.

- 2. Photocopy of my saving bank a/c no 01190041041. with S.B.I., Sultanpur and my wife overdraft loan a/c with Canara Bank, Sultanpur)
- 3. Salary certificate.
  - 4. Salary certificate (Wife).
  - 5. Photocopy of allotment letter from Greater Noida authority.
- 6. Photocopy of drafts which was submitted to Greater Noida authority in lieu of cost of plot.
- 7. Photocopy of Receipt of Application form for Plot registration.

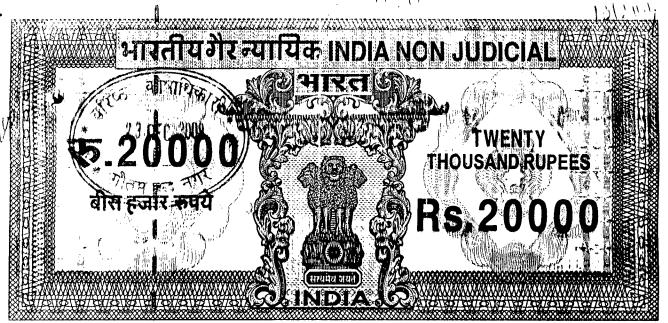
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Wo. 1360/XV Date 02.12.2000

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House Light Cant. Allehabad

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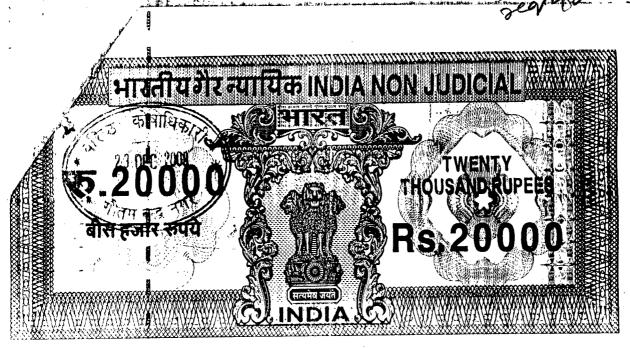
lease need (Residential)







Mr Satesh Kuman Slo lake Sh Ajuel las Alth B-30 Officer Coloney Pilibhit



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पंशा

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अरथायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 23/12/2008 समय 6:10PM

वजे निवन्धन हेतु पेश किया।



राजेक्ष्मी स्थानिक गो0बुद्धनगर

सदर

निष्पादन लेखेपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुंसार उक्त

23/12/2008

पट्टा दाता

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पंजा

निवाशी सी-28/पी-3 ग्रेटर नीएडा

व श्री सुरेन्द्र कुमार

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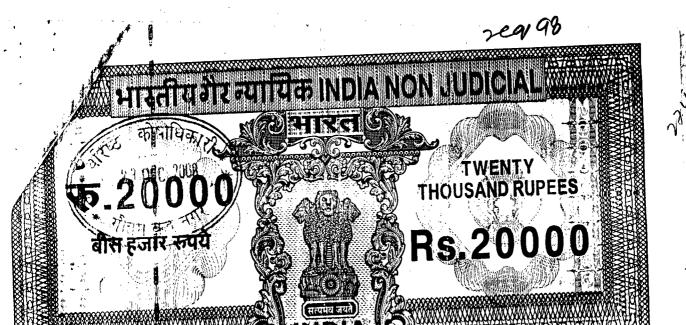
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Registration No

15378

Year:

2008

Book No.

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Registration No.

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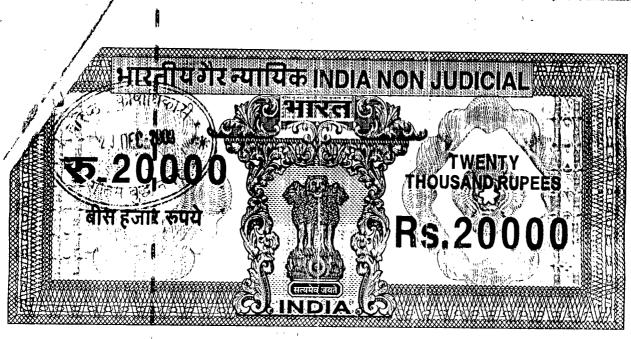
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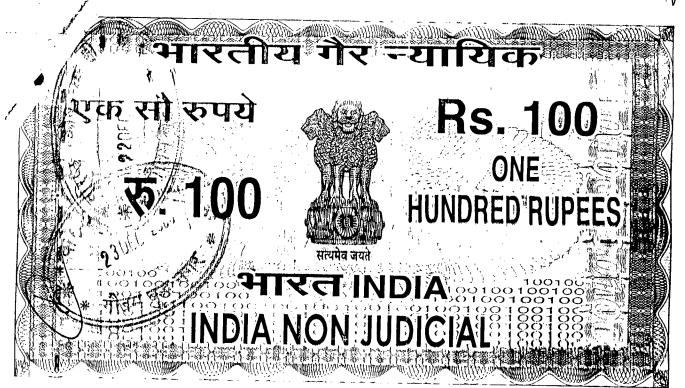
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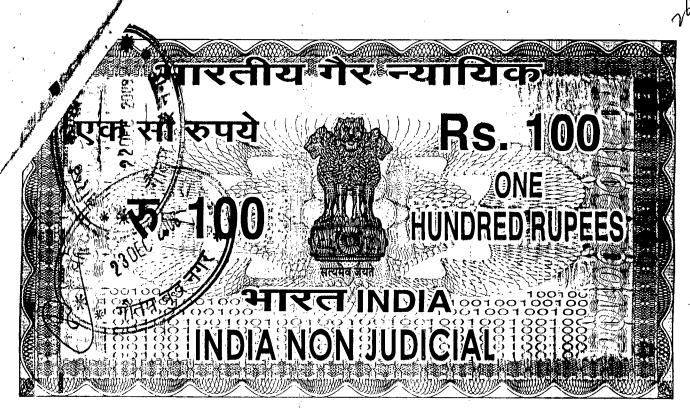




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उत्तर प्रदेश UTTAR PRADESH

N 208194

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## LEASE DEED (RESIDENTIAL)

THIS LEASE DEED MADE or you 2.00.0 between the Cobody corporate constituted un Pradesh Industrial Area Dev (hereinafter called the "Lessor not so admit include its success."  S.A.T. I.S.E. Dio "Wio Shri" Late. 25	Greater Noida Industrial Decrease Noida Industrial Decrease with Selopment Act, 1976 (U.F. which expression shall, essors, assigns) of the Common A.J.E.E.T. LA	ovelopment Authority, a section 2 (d) of the Uttain 2 act. No 6 of 1976) unless the context does one part and Sh./ Smt./ aged	R/o	
(hereinafter called the "Lesse		ll unless contact does no		
his/her/their/its heirs, executor part.	s, administrators, represe	entatives and permitted a	issigns) of the other	
WHEREAS the plot he Acquisition Act, 1894, and dev township.	ereinafter described form eloped by the Lessor for t	s part of the land acqui he purpose of setting up	ired under the land urban and industrial	
WHEREAS the Lessor said plot on the terms and residential building according t	has agreed to demise an conditions hereinafter a building plan approved I	appearing for the purpo	to take on lease the ose of constructing	
			Incation Cl	half es)
That in consideration of the program	remium of Rs 23, &	5,1801-(Includia	256 (Rupees	
Twenty Three Lauh Eight (Rupees	nty Five thousand one	Kursdied Eighty only	out of which Rs.	
lessee to the Lessor (the recei				
which is to paid by the lessee below;	<del>-in the muniter hereinatt</del>	<del>er provided in instalmen</del> t	-on-dates-specified	
	J.,	on or h	oforo	
Rs.	l ·	on or b	etore	
1	•••••	1	•	
/				
Rs		on or b		
Rs.		1		
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Rs		1		
NS	***************************************	on or b	erore	
And in consideration of Rs sump on account of one time I both hereby demise and lease Situated in Block Development Area, District Gamore, or less and bounded (situated)	ease rent which is 10% of the lessee, all that plot at Sector CHユニの utam Budh Nagar contain	of the total premium of the of land numbered as	te plot of the lessor 56 D.C.F.F.ty.Sin ter Noida Industrial e the same, a little	. '
Q	(1)	WA CO		

Secretary (1)



Allowing at the

Admeasurement	2011-190	Squr , 1	
ON THE NORTH By	λ		
ON THE SOUTH By	O.C.	***************************************	
ON THE EAST BY			*
ON THE WEST By			

And which said plot is more clearly defineated and shown in attached plan and therein marked red

- (a) A right to lay water mains, drains, sewers or electric wires under or about the demised premises, if deemed necessary by the Lessor in developing the area.
- (b) Full rights and title to all mines, minerals, coals, washing gold's earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) / flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the lessee.

# II AND THE LESSEE DOTH HEREBY DECLARE AND CONVENIENT WITH THE LESSOR IN THE MANNER FOLLOWING:

- That the lessee will pay to the lesser the balance of the premium in the installments mentioned in clause 1 above by the dates mentioned therein. If the lessee fail to pay any installments by the due date, he shall thereafter pay the same with interest @ 20% p.a. compounded quarterly on the instalment in the arrears from the due date till the date of payment provided that for failure to pay three consecutive installments or any instalment / amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences give in clause III hereinafter.
- That the lease will bear, pay and discharge all rates, assessments of every description including beneficiation levy and user charges which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon

Rece (2)

- That the lessee will obey and submit to all directions issued or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to be possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- 1) That the lessee will at his own cost, erect on the demised premises in accordance with the plan, elevation and design and in a position to be approved by the lesser or any officer authorised by the Lessor, in that behalf in writing and in substantial and workman like manner, a residential building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers.
- 5) The allottee at this own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the lessor or from the competent authority in this regard.
- 6) That the Lessee will construct the building according to the architectural and elevation control as prescribed by the Lessor.
- 7) That the Lessee will keep the demised premises and buildings :-
  - at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
  - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- That the lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Lessor / framed / issued under Sections 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and rules made therein.
- 9) If the maintenance work of any area is not found satisfactory according to the lessor, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the allotee/s, collectively or in parts. The decision of the lessor will be final as regards to the expenses incurred in the maintenance work.
- 10) In case of non-compliance of these terms and conditions, and any direction of the lessor, the lessor shall have the right to impose such penalty as the CEO of the lessor may consider just and/or expedient.
- That the lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the term of such permission in writing of the plan if any, approved by the lessor or any officer authorised by the lessor in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice form the lessor or such requiring him so to do correct such deviation as aforesaid if and the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be correct at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.
- 12) That the lessee shall use the demised premises only for the purpose of constructing a building for residential purpose and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be

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done on demised premises or any part thereof, any act or thing which may be or grow to be nuisance, damage, annoyance or inconvenience to the lessor or the Owner, occupier of other premises in the neighbourhood

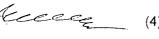
- 13) That the lossed will not drect or permit to be drected on any part of the demined premises any stable, sheds or other structures of any description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- That the lessee will not assign, relinquish (except in favour of lessor), sublet, transfer or part of the plot to lessee's legal heir will be allowed with the prior permission for an officer authorised by him/her in this regard.
- That lessee may however with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any government/ semi-government organisation/financial institutions for the purpose of securing loan for acquiring the plot and / or constructing house thereupon.
- In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee to the lessor at the time of transfer.
- That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any subdivision thereof by metes and bounds or otherwise.
- That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of lessor.
- That every transfer assignment, relinquishment, mortgage, subletting of the whole of the demised, premises, or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect the therefore.

Provided always that if the lessee or his/her/their/its transferee or permitted assignees, and the case may be will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said term he/she/its will deliver at his/her/its/their own expenses to the expenses to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof, within a month after the same shall have been duly registered under the Indian Registration Act or other amending statue.

Provided that in the event of sale or fore closure of the mortgaged or charged property the lessor shall be entitled to claim and recover 25% of the unearned increase in the value of said land as first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage of the unearned increase as aforesaid.

- 20) That the lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.
- 21) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of







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the day, during the said terms after three days, previous notice to enter into and upon the demises premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee vill give notice of the provision of this sub-clause to his/her/their/its tenants.

That the lessee shall not exercise his/her/their/its option of the determining the lease not hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rent deed substantially or permanently unfit for building puposes.

That the lessee shall have to erect and complete building on the leased land unto the date

The lessor may grant extension in exceptional circumstances, for one year on payment of extension charges of 8% of total premium of the plot from the date for completion of construction as mentioned above.

That the Lessee shall have to erect and complete building on the leased land within nine years from the date of allotment or upto December 2003 whichever is earlier, unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose, (Extension of one year, two years and three years may be granted by the lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23c) R-01 (SECTOR-37) P-3

That the lessee shall have to erect and complete ouilding on the leased land within seven years from the date of allotment or upto December 2003 whichever is later, unless extension is allowed by the lessor in exceptional circumstances and on such conditions as it may impose. (Extension of one year, two years and three years may be granted by the lessor on payment of 4% of 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23d) The date of Lease Deed Registration shall be reckoned as the date of possession. The Lessee shall to take possession on the same day.

23e) FOR SCHEME ...... SIGMA 01 & 02

Ecces .

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lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

#### FOR SCHEME ...... > PCH 01

23f)

The allottee/lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do sc, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three years. If the allottee/lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

## 23g) FOR SCHEME ...... LOP 01 (PHI - CHI - ETA) (CHI - 04)

The allottee / lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do so, allottee / lessee shall be liable to pay administrative charges as per prevailing norms for any extension. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

## 23h) FOR SCHEME ..... MHS 03

The allottee / Lessee have to obtain completion certificate from the Authority within three years from the date of allotment. In the event of failure to do so, allottee / Lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

That in case the lessee does not construct building within the time provided for above, this deed of lease will be liable to be determined with the penalties and consequences given in clause III hereinafter. However, in exceptional circumstances the lessor or any officer authorised by him can allow extension, subject to the fulfillment of such conditions, charges as he may impose for the same.

#### FOR VILLAGERS

The lessee claims that he/she is a bonafide villager of Greater Noida whose land has been acquired by the lessor.

#### FOR GENERAL CATEGORY

The lessee claims that he/she does not own any residential plot or house in full or any part on lease hold or free hold basis or under HPTA (Hire Purchase Tenancy Agreement/License Agreement) in Greater Noida Industrial Development Area either, in his/her/wife/husband's name or in the name of his/her minor or dependent children.

#### FOR GREATER NOIDA EMPLOYEES

The lessee claims that he/she is an employee of the lessor and he/she or spouse and/or dependent children do not own any residential plot or house in full of in part, on leasehold or freehold basis or under HPTA (Hire Purchase Tenancy Agreement/ License Agreement) in Greater Noida Industrial Development Area.

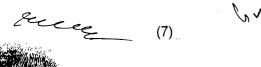
If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the lessor the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

(6) Vy

# III AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AND FOLLOWING:-

Notwithstanding anything herein before contained if there shall have been in the opinion in the lessor (Whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/their/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its parts to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or the part of demised premises before constructing a building on it as hereinbefore provided within the period mentioned in sub-clause 23 or 23 (a) of clause II it shall be lawful for the lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this demise and thereupon it:

- i) At the time of re-entry the demised premises has not been occupied by the lessee by way of constructing a building thereon, the lessor may re-allot the demised premises and entire deposited amount shall stand, forfeited in favour of the lessor.
- the lessee thereon the lessee shall within a period of three months from the date of re-entry, remove from the demised premises all erection or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the building, fixtures and things there on, but upon lessee removing the erections, building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the lessee may be paid such amounts as may be determined, by the lessor provided that the lessor may at its option agree to purchase the said erection, buildings, and fixtures upon payment to the lessee, price therefore and for his interest in the premises as may be mutually agreed upon.
- B. If lessee is found to have obtained the allotment and lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- C. If the lessee commit any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance with a reasonable period, failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of substance of nuisance.
- D. Any losses suffered by the lessor on a fresh grant of demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor.
- All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rule or regulations made there under shall be deemed to be duly served as provided us 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by Uttar Pradesh President's Act (Re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974).



150)

The Chief Executive Officer of the lessor reserves the right to make such additions and alterations or modification in these terms and conditions as may be considered just and expedient.

All power exercise by the lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its officers to exercise all or any of the powers exercisable by it under this lease.

Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of Chief Executive Officer.

- The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf.
- All arrears payable to lessor shall be recoverable as arrears of land revenue.
- J. In case of any clarification, or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the lessor shall be final and binding on the lessee.
- Any relaxation, concession or indulgence granted by the lessor to the Lessee shall not in any way prejudice the legal right of the lessor.
- In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of Judicature at Allahabad.

IN WITNESS WHERE OF THE parties hereto have set their hand on the day and in the year herein first above written.

In the presence of

For and on behalf of the Lessor

Sloon / Nothern

Address C 216A GTB Enclavo

Jeel Wi-91

2. Witness A For and on behalf of the Lessor

Slo Arvino Kunor

Address

1.

Rb 3 29 PRAH Hagan

B. 3.8

Certified true and exact copy of the original in all respect.

LESSEE

For and on behalf of the Lessor

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(8)



आज दिनांक <u>23/12/2008</u> वही सं

1 जिल्द सं <u>4049</u>

पर कमांक <u>15378</u> -पृष्ठ सं <u>147</u> से <u>184</u>

रजिस्ट्रीकृत किया गया ।

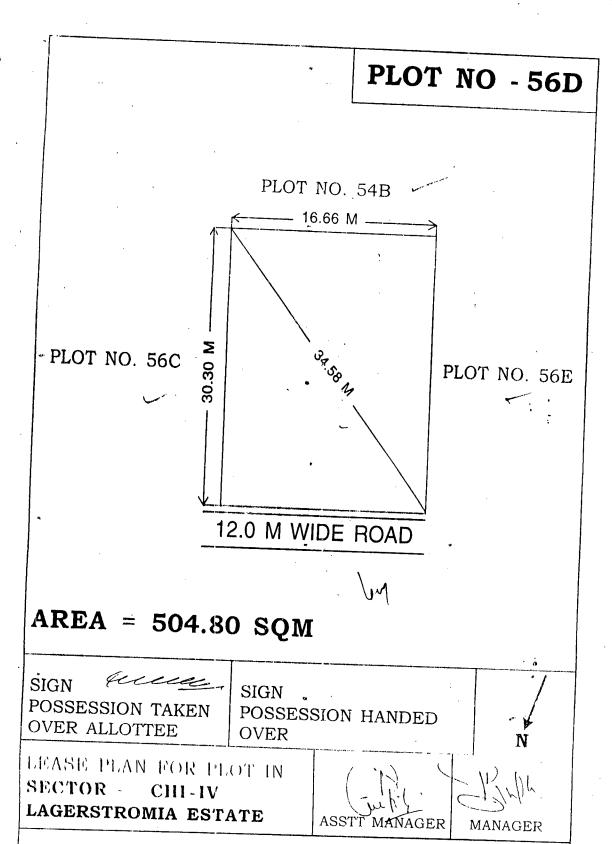
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उप निबन्धंक ग ेबुद्धनगर

सदर 23/12/2008



<del>1</del>



# GREATER NOIDA INDUSTRIALDEVELOPMENT AUTHORITY

Amneure-

## • GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY CHALLAN FORM FOR RESIDENTIAL/INDUSTRIAL/COMMERCIAL PLOT/FLAT ? (to be filled in triplicate as annexed)

APPLICANT'S COPY Dated ..... SCHEME CODE LO 1. NAME OF SCHEME PLOT SIZE 2. ALLOTMENT NO. (कृपया तीनों प्रति मूल हप से लिखे 3. FORM NO. BLOCK TOAKLS 5. LOCATION SECTOR 6. CODEWISE DEPOSITS (FOR HEADS SEE CODES BELOW) :.... CODE NO.  $D_{r_4}$ ত 0 rearwast out boundent MOUNTE GRAND TOTAL 7. TO BE FILLED IN BY THE DEPOSITOR For Rs. 2827201 Drawn on 23.12.019 48H 335 Dated Bank Draft No. \_ is enclosed herewith/ 8. TO BE FILLED IN BY THE RECEIVING AUTHORITY/BANK IN CASH/BANK DRAFT as stated above at risk, cost and responsibility of depositor, In case where the cancellation proceedings have been undertaken, the deposit of above amount will not entitle the depositor to claim any benefit on account of the above deposit made. The right of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY is reserved to initiate further action as is admissible under the rules and regulations. Any unauthorised payments remitted are liable to be forfeited by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY Above deposits credited in Greater Noida A/C No. 98250100002764 on SIGNATURE OF RECEIVING AUTHORITY/BANK OF BARODA CODE HEADS CODE HEADS Revision Charges CODE HEADS Excess Area Amount Completion Fees Water Connection Charges Allotment Money Lease Rent - Annual Installment 1 Excess Area Conversi Sewer Connection Charges 33 Other D O Win untatum Ramp Charges Excess Area Lease Reality Installment 2 Installment 3 04 New Plot Conversions (Size, Scheme) installment 4 Malwa Charges 05 Installment 5 Rain Water Harvesting 06 installment 6 Location Charges Scheme Thansfer 07 37 Installment 7 Revival Charges 08 Late Penalty 38 Sale of Forms-By-Laws atc. (Registration, Rossession, Cor installment 8 09 Excess Area Conversion Amount Sale of Brouchers- New Schemes Registration Amount 10 39 64 Abadi Plot Development Charges installment 9 Extra-Payment 11 40 Installment 10 Transfer Charges RTI 12 41 Plan Processing Feet installment 11 13 50 Compounding Fees installment 12 51 Interest on Premium Revalidation Charges

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Carried Forward		6177.54Cr		
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Generally used abbreviations

 $r_{([2k_1, \cdots])}$ 

	<u>Generally</u>	T= Direingl
	dep = Deposit	Pr = Principal 1/0
a/c = Account	Dft = Draft	proc = Processing Charge V
adj = Adjustment		rd = Recurring Deposit
Amt = Amount	dish/dsh = Dishonour	ret/rtn = Return
Ar = ar	DR = Debit	
bal = Balance	DoB = Date of Birth	Rnd = Round of
	eft = Electronic Fund Transfer	sb = Saving Bank
Capn = Capitalization		SC = Short Credit
chg/ch = Charge	Inop = Inoperative	SI/So/SORD = Standing Instruction
chq = Cheque	ins = Insurance	S/D/W/H/o = Son/Daughter/Wife/Husband of
Clos = Closure	int/in = Interest	
	lon/in = Loan	tr/trf/xfer = Transfer
coll = Collection	min = Minimum	TT = Telegraphic Transfer
comm = Commision		txn = Transaction
COR/CORR = Correction	os = Outstanding	
CR = Credit	P & T = Postage & Telegram	Wdl = Withdrawal
csh = Cash	Pos = Point of sale	+MOD bal= total balance (SB+linked MOD a/c)

07/03/2009 2614413 650
MEERUT ( 2792213 )
MEERUT CANTT. ( 2792213 )
MODERO CORPETAT 26A82 33INGLE
NOMERECANO. 250001 (PBD)
Date of Issue: 07/03/2009

Mr. SATISH KUMAR

713 SUBHASH NAGAR

MEERUT 250001 MEERUT 11047676439

State Bank of India

11047476439

×्रशास्त्रा प्रबंधक Branch Manager

## Annexue - B

TO THE TELEPOOR THE WORLD CONTROL OF THE PROPERTY OF THE PROPE

Generally used abbreviations

<b>&gt;</b>		Pr = Principal
a/c = Account	dep = Deposit	
adj = Adjustment	Dft = Draft	proc = Processing Charge
Amt = Amount	dish/dsh = Dishonour	rd = Recurring Deposit
	DR = Debit	ret/rtn = Return
Ar = Arrear	DoB = Date of Birth	Rnd = Round off
bal = Balance	eft = Electronic Fund Transfer	sb = Savings Bank
Capn = Capitalization		SC = Short Credit
chg/ch = Charge	Inop = Inoperative	SI/So/SORD = Standing Instruction
chq = Cheque	ins = Insurance	S/DW/H/o = Son/Daughter/Wife/Husbandof
Clos = Closure	int/in = Interest	The state of the s
coll = Collection	Ion/In = Loan	tr/trf/xfer = Transfer
	min = Minimum	TT = Telegraphic Transfer
comm = Commission	os = Outstanding	txn = Transaction
COR/CORR = Correction		Wdl = Withdrawal
CR = Credit	P & T = Postage & Telegram	+MOD bal=total balance (SB+linked MOD a/c)
csh = Cash	Pos = Point of sale	+IVIOD Dal=total Dalarice (OB Fillings Web 1854)

२२४<u>1 1</u>/2008 4513290 699 गरतीय स्टेट बेंक FILIBHIT ( 699 )

J P ROAD NEAR OLD TEHSIL ( 255538

Mode of Operation : SINGLE

Nom.Reg No :

Date of Issue: 22/11/2008

SATISH KUMAR

A.D.J.FTC-1 CIVIL COURT TANAKPUR ROAD 262001 PILIBHIT CONTINUATION

State Bank of India

1

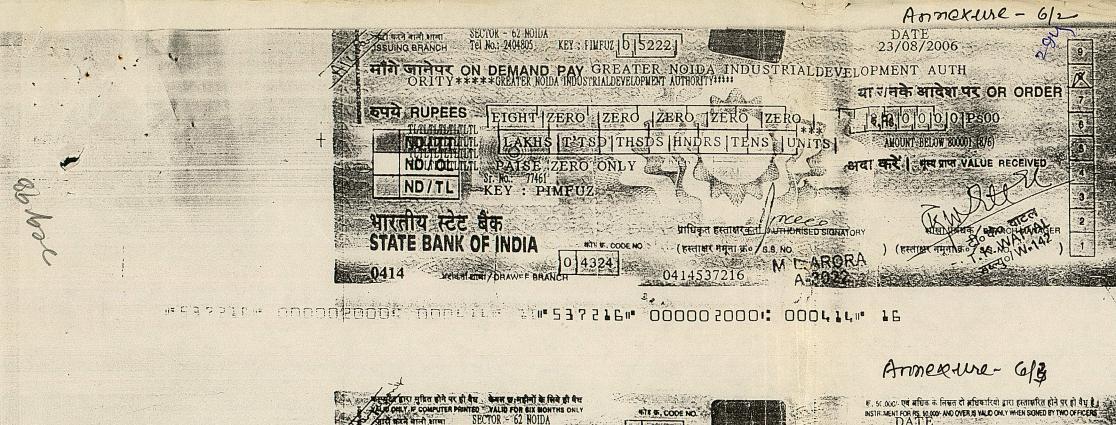
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राख्नी प्रविधर्म

Branch Manager

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07/08/08 Paid to SARAD MISHRA	893578	2000.00		186788.960r 182788.960r
14/08/08 Paid to SELF	893580	4000.00		167788.96Cr
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02/10/08 DIRECT DR		20000.00		198277.7801
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27/10/08 TFR CH NO. 893586	47.877 5	<u>25100.00</u>		173141.96Cr
27/10/08 INTER BRCH FEE		<u>38.00</u>	25100 00	198241.96Cr
27/10/08 TFR		70.00	25100.00	198203.96Cr
27/10/08 INTER BRCH FEE	,	38.00	74 00	198279.96Cr
27/10/08 AMT WNGLY CREDITED			76.00	193279.96Cr
27/10/08 Paid to K.S.DEEP	893587	5000.00		173 <b>279.96</b> Cr
02/11/08 DIRECT DR		20000.00		1/34/7.7001
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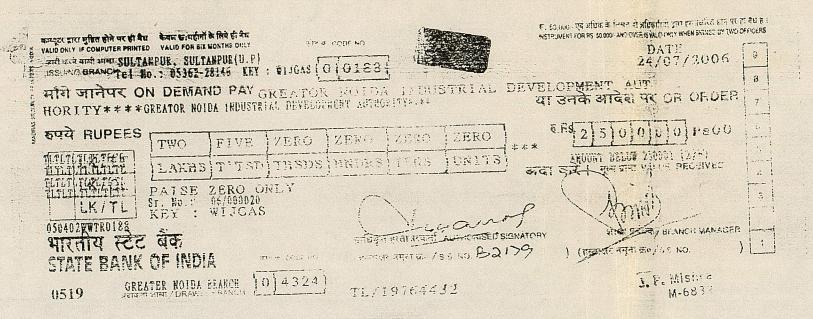
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म<sub>ें</sub> 50,000। एवं अधिक के तिवत वो तरिकारियों द्वारा करनाशासित होने पर की वैध है। TO DESCRIPTION OF THE PRINTED VALUE FOR BUX MONTHS ONLY MIS OF CODE NO INSTRUMENT FOR HIS SCIOO AND OVER 12 COOKY WHEN SIGNED OF TWO OFFICERS DATE 12/08/2006 मांगे जानेपर CN DEMAND PAY GREATER NOIDA INDUSTRIAL DEVELOPMENT AUT HORITY\*\*\*\* \* GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY!!!!
या उनके आवश् पर gyà RUPEES SEVEN FIVE ZERO NINE ONE TO TO THE LANGE OF THE PARTY OF UNITS TENS THSDS HNDRS T'TSD अदा करें। मूल प्राप्त VALUE REPRIVED PAISE ZERO ONLY St. No.: 36/000032 KEY: PUHJIT WHEN THEN ! MALNOHMANAGER प्राधिकृत एट्याधारमती AUTHORISED SIGNATORY WITH THE CODE NO (हरताक्षर नम्ना क्र॰/s.s. NO. . . . CREATER NOIDA BRANCH 4324 OL/19765709 0519 HEIGHT VINT DRAWEE BRANCH

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Receipt Applicant's Cupy आवेदक की प्रति

# Greater Noida Industrial Development Authority

Residential Plots Scheme PHI 3&4, CHI 3&4 & ETA\*1 Form Serial No. : 107414 Scheme Code: गोजना कोड Registration Number: पंजीयन नम्बर Bank Code: वैक कोड Date: तिथि तिथि 4415 Issued by the Bank an ERITISH KUMAR

Name of Applicant SH KUMAR

Received a sum of Rs. 171250 (Rupees One Lac Swenty One Transport On behalf of "Greater Noida Industrial Development Authority" Two hung deta Halls By Cash/Demand Draft/Pay Order No. 8 15 39 k. 115 rapl Dated On 115 Drawn on 150 Drawn on 15 DISMU OU 250 100 100 898 CA 1811100 DOMENTE DE HEDERINA Signature of the receiving officer Date of Receipt पाने की विशि

iff,



# केनरा बेंक ' CANARA BANK

Annexure -2/2

301

Casera Bank CHCWK, SULTANPUR

A/C No : OD 200.3

Date : 05/01/2006

Page : 3

Statement of Account for the Period Free 03/02/2004

TO 05/01/2006

SUMAN BALA CANARA BANK SULTANPUR

Date	Particulars	Che . No	Withdrawals	Deposits		Balance
24/06/2004			496547.42	256003.55		1,48,543.87
24/06/2004				3.03		1,48,540.87
24/06/2004				954.05		1,47,676.82
29/06/2004	· · · · <del></del>		7000.06			1,54,676.82
30/06/2004			1330.00			1,56,006.82
Ø1/Ø7/2ØØ4				130.00		1,55,906.82
03/07/2004	By Chq 9SBI			150000.00		5,906.82
15/07/2004	RAMDEV	339622	500.00			6,406.82
17/07/2004	SELF	339623	500.0h			6,906.82
19/07/2004	C. D. II II II V	339624	2898.00			9,794.82
20/07/2004			2641.86			11,837.82
22/07/2004	By Chq879805SBI			2000.00		9,837.82
23/97/2004		33,9625	797.00		or officer space	10,634.82
24/07/2004		J39627	500.00			11,134.82
24/07/2004	SURENDER	<u>339626</u>	51886.80			62,134.82
28/07/2004		339628	5400.00			67,534.82
29/07/2004				3.00		67,531.82
29/07/2004				7872 <b>.1</b> 0		59,659.72
29/07/2004		339629	6000.00			65,659.72
30/07/2004				230.41		65,429.31
31/07/2004				5330.00		60,099.31
31/07/2004			283.00			60,382.31
12/08/2004				854.05		59,518.26
21/08/2004		339630	1324.66			60,842.26
26/08/2004	ALAM SALESCORP.	339631	2100.00		•	62,942.26
26/08/2004	SAL			I.00		62,9 <b>39.</b> 26
26/08/2004	SAL			7266.94		55,672,32
	Total :		488212.42	432540.10		55,672.32

Unless the constituent brings to the notice of the Bank any discrepancy/errors/
omission/unauthorised debits immediately, the entries in such pass sheet shall
be deemed as correct and shall bind the constituent for all purposes and intents.

Computer Output - Does Not Require Signature |

Continued...

## वेतन प्रमाण पत्र

प्रमाणित किया जाता है कि सतीश कुमार, अगर सत्र न्यायाधीश/त्वरित न्यायालय सं. -।, पीली भीत का मूल वेतन 17,950/- - 8,975/- मंद्याई वेतन - 12,655/-मंद्याई भत्ता + 4028/- अन्य भत्ते सहित कुल परिलिख्या 43,608/- प्रति माह है तथा 4813/- की कटौती के पश्चात मु0 38,795/- १अइतीस हजार सात सो पिचयानवे रूपये। प्राप्त कर रहे है।

वरिष्ठ कोषाधिकारी, निर्मेरिकीतिकोषाधिकारी कोषीका

Annexure-3/2

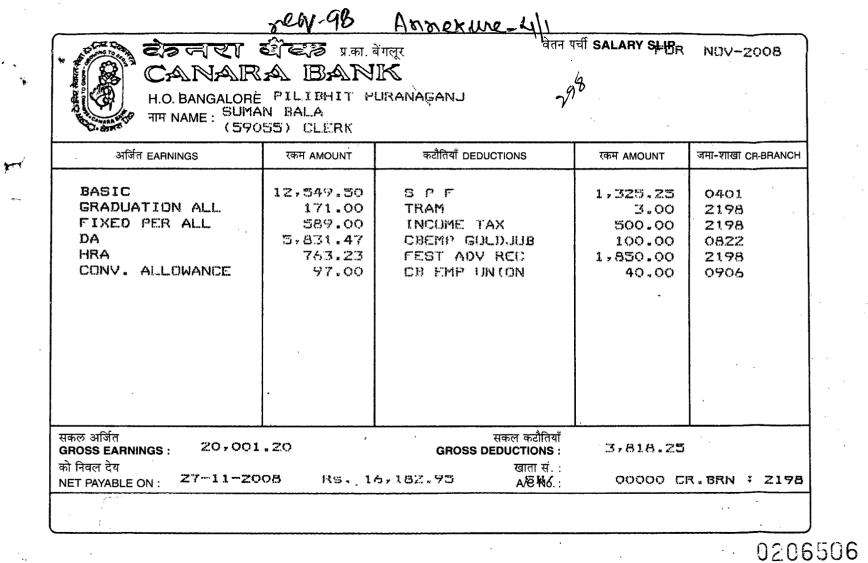
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नार्ज 17950-मह भना 14540-आतार्थ सत्सा 1000-भता १४०-भागार्थ कायाः ३००-भना भिकासा भना 100-पेट्रीकी अन्यमंत 216)-45032-

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मुख्य कोषाधिकारी / पीलीभीतः 4/6/99 299





Canara Bank : H.O. DANGA THE

Salany Slip for March 2009

Staff No. : 59055 Staff Name : Mrs SUMAN SALA

Branch : FILIBRIT

Designation: Clerk Cum Topis

Section :

Payable On : 26-MAR-2009

Cr. Branch : 2198 Bank A/C No: 147

PAN No

Earnings Amount Amount Adj CR-Branch BASTC 1395.00 0.00 GDP 180.00 620.00 COLUMNIAN COLOR CAMB COLOR CUDRELING 40.00

HRA . 803.40 DA

6507.54 105.00

3.00 100.00

4011 906 0.00

2186 70.00 822

TRANSPA ERN Rs . 21,425.94 NET Rs . 19,887.94

DED Rs

1,538,00

PLS CHECK THE SALARY PARTICULARS INFORM US IMMEDIATELY IF DISCREPANCIES ARE OBSERVED.

regras

8170195

/Alt/ /

## GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

169, CHITVAN ESTATE, SECTOR-GAMMA, GREATER NOIDA CITY, GREATER NOIDA DISTRICT GAUTAM BUDH NAGAR., (U.P.)

PH.: 95120-2326335/336/337/4328150/151 FAX: 0120-2326334/145/143

### ALLOTMENT-CUM-ALLOCATION LETTER

Scheme Code

LOP01

Form Serial

107414

Ref.: Prop./LOP01

26-06-2006

Date:

Size of Plot

500 Sqm.

Payment Plan Location Type

Inst2

Park Facing/Green Belt

Location Percentage:

To.

SATISH KUMAR

Late soi Aject Lal Attrí

357, AGCR ENGLAVE

DELHI

Pincode: 110092

City:

DELHI

Dear Sir/Madam.

The Authority had advertised residential Scheme PHI 3 & 4 - CHI 3 & 4 & ETA-01 on 22-10-2004 @ Rs.3425 Since the rate of allotment has been revised w.e.f. 1st April' 2006, consequently the allotment shall be done @ Rs. 4500/- per Sqm. The draw of lots for allotment and allocation of specific plot numbers was held on 17-01-05 & 19-01-05. Consequently the illotments were withheld due to certain unforeseen circumstances.

Now we are pleased to inform you that you have been allocated plot number 580

in LAGERSTROMIA ESTATE

of Sector CHI-04

for future correspondence kindly mention your allotment number along with plot number, the Estate and Sector.

our Allotment Number is

LOP0170227

\mount Deposited as Registration Money

Ŕs.

56250

Wotment Money ayable on or before

Rs.

503750 10-08-2006

he instalments shall be payable on or before the due date as mentioned in Payment Schedule on the next page of this allotment letter.

lote: -Specifically this is to mention that in case the allocated plot has a locational value the location charges for the ame as per clause A-7.2 of section I of the brochure have been included in the payment schedule mentioned in this

ne allotment money and the instalments can be deposited in any of the following bank branches directly through a Bank Draft/Pay Order awn in favour of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY payable at NOIDA/NEW DELHI/GREATER NOIDA :-

HDFC Bank, G-28-29-30, Sector-18, Nolda.

HDFC Bank, C-1, Alpha Plaza, alpha Commercial Belt, Greater Noida.

HDFC Bank, RG Complex, Plot no-4, DDA Community Centre, Sector - 9, Rohini, Dalhi

HDFC Bank, Opposite Mata Ka Mandir, D-965, New Friends Colony, New Delhi - 65

HDFC Bank, Kailash Building, Ist Floor, Kasturba Gandhi Marg, New Delhi.

Please write your NAME, ALLOTMENT NUMBER, PLOT NUMBER along with BLOCK NAME on the covering letter and also on he back of the Draft/Pay Order.

The following documents and formalities are to be complied with at the time of executing the lease deed, as per the clause 'G', 'H' & '!' Section-IV of the brochure.

U.P. State Non.-Judicial stemp paper is required for an amount equal to 8% of the total premium of plot plus lease rent. is aforesaid rates shall be applicable as determined by the Govt. of U.P from time to time). These stamp papers are to be purchased n Treasury, Distt.-Gautam Budh Nagar.

.ease rent @.10% of the total cost of the plot.

ocumentation Charges Rs. 1204.

Cont. ....2....

installment 6

Installment 7

Excess Area Con

φ

Annexue-6/1

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY CHÂLLAN FORM FOR RESIDENTIAL/INDUSTRIAL/COMMERCIAL PLOT/FLAT

(to be filled in triplicate as annexed) APPLICANT'S COPY Dated .23-8-06... Tel. No. 1. NAME OF SCHEME C SCHEME CODE LOO 1 2. ALLOTMENT NO. PLOT SIZE 00 3. FORM NO. 4. ALLOTTEE NAME 5. LOCATION: SECTOR 04 BLOCK LAGERSTORM APLOTIFIAT NO. 6. CODEWISE DEPOSITS (FOR HEADS SEE CODES BELOW) BRANCH CODE NO. 0 60 Bank Draft No. 537218, = 900000= Drawn on S.B. 709 G. Nolva <u> 34 Hi</u> Branch is enclosed herewith/g Camaha SIGNATURE OF THE DEPOSITOR OF is hereby tendered in CASH. 8. TO BE FILLED IN BY THE RECEIVING AUTHORITY/BANK IN CASH/BANK DRAFT as stated above at risk, cost and responsibility of depositor, in case where the cancellation proceedings have been undertaken, the deposit of above amount will not entitle the depositor to claim any benefit on account of the above deposit made. The right of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY is reserved to initiate further action as is admissible under the rules and regulations. Any unauthorised payments remitted are liable to be forfeited by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY Above deposits credited in Greater Noids A/C No. 0 0 4 0 0 0 0 on: SIGNATURE OF RECEIVING AUTHORITY/BANK OF BARODA CODE HEADS Extn. Counte ADS CODE HEADS Allotment Mo feet on Excess Ares Conversion Amount Starrip Greater Noid Installment 1 es Ares Amount 40 Extra-Payment 03 04 05 phone Installment 2 Transfer Charges 41 Installment & es Area Conventión Charges 50 Plan Processing Fee Installment 4 51 Composinding Feet Rent 08 Installment 5 see Rent Revelidation Champs 52

Plot Conversion Charges Same

(Registration, Possession, Construction)

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Water Connection Charges

Sewer Connection Charges

Revision Charges

Completion Fees

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25 SEP 06 - A/C CLUSED & TF0. TU SBI PILIBHIT BR.

END OF STATEMENT

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FROM ACCOUNT 01090/094835/ TO ACCOUNT 01090/094835/\_\_ TRANSACTION FROM DAY 01/04/2004

SBI-DVERSEAS BRANCH N D. 554E

TO ACCOUNT	1 010/0/3/40	·				
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22/09/2004		CRV	RFRERB	10,015.00CR	12,030.02CR	146. 8ZDR SAL FOR SEP'04
24/09/2004	24/09/2004	DRV		1,000.00DH	11,030.02CR	146.82DR ATM 081101 000000008763
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	25/10/2004	CRV	RFRERB	10,623.00CH	8,656.20CR	3. BODR TO CASH CHQ: 00642297
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30/10/2004	30/10/2004			2,000.00DR	2,656.20CR	3. BODR TO CASH CHQ : 00642298
30/10/2004	30/10/2004		00642298	3, 80DH	2,652.40CR	O OO INTEREST TO DATE
01/11/2004				500. OODR	2, 152. 40CR	0.00 ATM 163901 00000001428
03/11/2004	02/11/2004	DRV	9rcATM	500. 00Di		6220180480300000118
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20/11/2004				2,000.00DR	1,61,472.60DR	6220180480300000118
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25/11/2004				1,855.00DR	1,50,497.60DR	278.82DR TO CLG : 0000642299
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Annexure - 2

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MR.SATISH KUMA ADDU.CHIEF MAGISTRATE SULTANPUR U.P

SULTANPUR SULTANPUR 226001

BARE CONVERT OF THE A WALL RESTOR

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SAVINGS SANK (PERSON.) \*CLOSE

22 SEP 04 TRANSFER CHQ 00879814 (40.000.00) 84,667.20 CLG PAID Summ

05 OCT 04 TO CASH ENG : 00879816 4,000.00 80,867.20

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09 NOV 04 INDUSTRIAL DEVELOPMENT (1,15,265.00) 1,085.20

02 DEC 04 GOVT TR

03 DEC 04 TO CASH CHO : 00879819 2,000.00 . 17,386.20

18 DEC 04 10 CASH CHEQUE:00879820 . 6,000.00 11,386.20

Rey 98

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Indertaking from applicant where a housing loan is granted for purchase of plot of land

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA

Dear Sir,

HOUSING FINANCE
APPLICATION FOR A LOAN FOR PURCHASE OF PURCHASE OF PLOT OF LAND

This has reference to my / our application dated 26/07/06 for a loan of Rs.1831000.00 for purchase of a plot of land for construction of a dwelling unit thereon. I hereby give an undertaking that I will be constructing a house on the said plot of land within a period of two years. In the event of my failing to construct a house within two years, the Bank will be free to charge a higher rate of interest as deemed fit by the Bank or even to recall the loan.

Yours faithfully,

SATISH KUMAR S/W/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

(Name(s) and Address)

Ldecal/ Page 1/1

Realas

#### **VERIFICATION**

I / We SATISH KUMAR Son/Daughter/Wife of AJIT LAL ATTRI at present aged around 45 years and residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975the borrower(s) solemnly verify that the contents of the above paragraphs are true to my/ our knowledge.

Signed and verified at NOIDA on \_\_\_\_\_day of \_\_\_\_\_

Place:

Date:

SIGNATURES

SATISH KUMAR s/w/d of AJIT LAL ATTRI ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

MAF/ Page 2/2

reg 98

23<sup>\</sup>

Stamp duty as applicable in the State

#### AGREEMENT TO MORTGAGE

In consideration of the advance of Rs.1831000.00 now made to me/us by the State Bank of India (hereinafter called 'the Bank') and of the advances already made or to be made by the Bank to me / us from time to time, I / We SATISH KUMAR son of / wife of / daughter of Shri AJIT LAL ATTRI, (hereinafter referred to as "the Borrower") for purchasing flat / constructing of house/ flat, addition thereto at PLOT NO. 56-D, LAGERSTROMIA ESTATE, SECTOR -CHI-04, GREATER NOIDA. AREA - 500 SQ. METRES.residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

hereby undertake so long as I am / we are indebted to the Bank to execute by way of primary / collateral security a legal mortgage with or without possession at the option of the Bank in favour of the Bank of the immovable properties described in the Schedule hereto which belong to me / us absolutely and over which there are no subsisting encumbrances or charges within 14 days of the issue to me / us of a written requisition from the Bank calling upon me / us to execute such a mortgage, such mortgage to secure the repayment of all monies due or to become due from me/us to the Bank on any account whatsoever.

I/we do hereby irrevocably appoint the Bank my/our attorney to execute in its favour and register such mortgage on failure by me/us to execute the same within the time limited as above and I/We agree to ratify and confirm all acts deeds and things done by the Bank in pursuance of this authority.

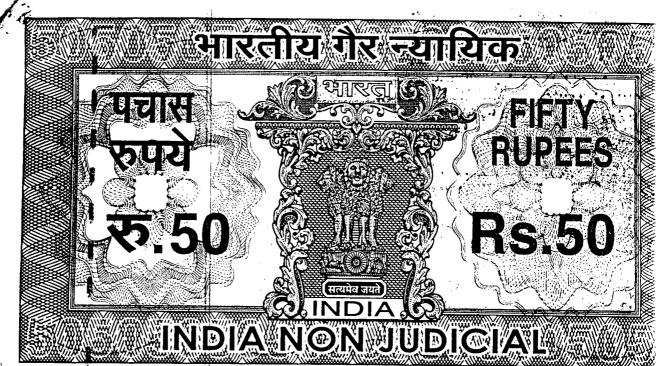
#### DESCRIPTION OF THE PROPERTY

Property situated at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

**Signature** 

SATISH KUMAR s/w/d of AJIT LAL ATTRI

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त्तर प्रदेश UTTAR PRADESH

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This is an integral Part of Document

WATER AND HOLD HOLD HOLD HOLD

For Rs. 12 100 H(Rupess Kighten Laur

Why on 12 10 Hold Hold

In favour of State Bank of India

on 23/8/06 at ND/DA

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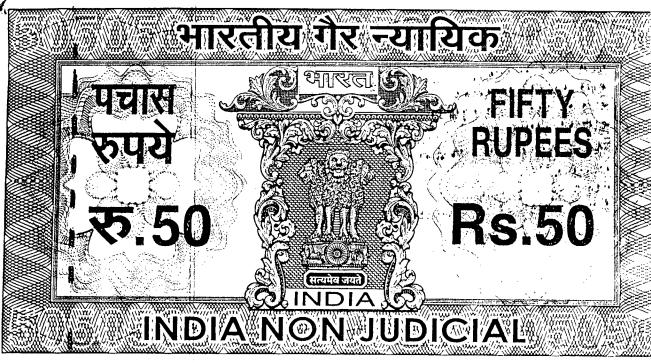
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This is an integral Part of Document

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Thiny on Island Only) Executed By

In favour of State Bank of India

A 12/8/106 At NO 16A

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Stamp duty as applicable in the State

#### **GUARANTEE AGREEMENT**

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA Place: NOIDA

Date: 23 8 0 6

Dear Sir.

I / We also hereby guarantee repayment of all moneys at any time payable by the Borrower to the Bank in respect of the said loan made to the Borrower with interest, costs, charges, expenses, taxes thereon and the due performance and observance by the borrower of the terms pertaining to the loan including the loan agreement dated\_\_\_\_\_\_\_\_ executed by the borrower in favour of the State Bank and the terms and conditions contained in the arrangement letter dated\_\_\_\_\_\_\_ issued by the State Bank to the borrower(hereinafter called as Agreement) and the payment of all costs and expenses incurred by the Bank in relation thereto and I/we also agree to pay and make good to the Agreement) and the payment of all costs and expenses occasioned to the Bank by reason of non-payment of the said moneys, costs and Bank on demand all losses, costs, damages and expenses occasioned to the Bank by reason of non-payment of the said monies, costs and expenses or any part thereof or the breach, non-expenses occasioned to the Bank by reason of non-observance of any of the terms under the said agreement as aforesaid, subject to the terms and conditions hereinafter contained.

That my/our liability under this guarantee is co-extensive with that of the Borrower as if I/we were the principal debtor(s) of the Bank and the amount due under this agreement will be recoverable from me/us without any recourse to the Borrower and it shall not be obligatory on the Bank to call upon the Borrower to pay the amount first or to take any action against the Borrower before enforcing the guarantee against me/us nor shall it be necessary for the Bank to join the Borrower in any suit against me/us. I/we further agree that the guarantee given there under is irrevocable and enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the borrower. That the guarantee shall be continuing one.

GA/ Page 1/3

Sumen Balg

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That on demand being made by the Bank for the payment of any amount under this guarantee the same shall be paid without demur or protest by me/us and the notice for he claim sent to me/us shall be conclusive of the amount due from me/us under the terms of the guarantee.

The Bank shall be at liberty and without the consent or knowledge of me/us at any time or from time to time to grant to the Borrower or any person liable for him any time or indulgence and to determine, enlarge or vary the amount of the loans and advances to take or not to take and if taken to vary exchange or to take other security or release or part with any securities held or to be held by the Bank for or on account of loans and advances or any part thereof and to compound or to make any other arrangement with the Borrower or any person so liable with or for the Borrower without releasing or discharging and/or in any manner affecting my/our liability under the guarantee.

That the guarantee hereby given is independent and distinct from any security that the bank has taken or may take in any manner what so ever whether it be by way of hypothecation, pledge and/or mortgage and/or any other charge over goods, book debts, movable and other assets and/or any other property movable or immovable and that I/we have not given the guarantee upon any understanding, faith or belief that the Bank has taken and/or may hereafter take any or other such security and that not withstanding the provisions of section 140 and 141 of the Contract Act, 1872 or any other provision of that Act or any other law, I/we will not claim to be discharged to any extent because of the Bank's failure to take any or other such security or losing or parting with for any reason whatsouver including reasons attributable to its default and negligence benefit of any other such security or any rights to any other such security that have been or could have been taken and in the event of the bank so losing or parting with security the guarantor(s) shall be deemed to have consented to acquiesce in the same.

That without prejudice to the effect in any manner whatsoever of the forgoing clause, where the loans and advances are secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and/or any charge over goods, book debts, movables and other assets by or under any agreement(s) or letter(s) or otherwise I/we will not be concerned in any manner with any or other such security that the Bank has taken or possess to take or may take and that the Bank's failure in requiring or obtaining any or other such security or in the observance or performance of any of the stipulations or terms contained in any agreement (s) if any or letter(s) and the default of the bank in requiring or endorsing a observance or performance of any of the said stipulations or terms shall not have the effect of releasing me/us from my/our liability and or of prejudicing the Bank's rights or remedies against me/us under the agreement or other wise.

That the Bank shall be at liberty to take other securities for the loans and advances or any part thereof and to release or forbear to enforce all or any of its remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing me/us from my/our liability or of prejudicing the Bank's rights and remedies against me/us under the terms of the guarantee and that I/we shall have no right to the benefit of any other security that may be held by the bank until the claim of the bank against the Borrower in respect of the loans and advances and of all the other claims (if any) of the Bank against the Borrower on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of releasing the amount of the said Bank's claims and rateably only with other guarantors or other persons (if any) entitled to the benefit of such securities respectively.

That not withstanding any thing contained in section 133 of the Contract Act or in any other provisions of law I/we will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in any Agreement(s) or letter(s) and on which the loan has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the loans and advances allowed by the Bank at or without the specific request of the Borrower shall not discharge me/us from my/our liability under this guarantee.

The Guarantor(s) hereby agree(s) that not withstanding any variation made in the terms of the Loan Agreement dated or any other Agreement or letter inter alia including variation in the rate of interest, extending the date of payment of the installments and on which the loan has been made or any composition made between the Bank and the Borrower or any agreement on the part of the Bank to give time to or not to sue the Borrower or the Bank parting with any of the securities given by the Borrower, the guarantor(s) shall not be released or discharged of his/her/their obligations under this guarantee provided that in the event of any such variation or composition or agreement the liability of the guarantor(s) shall not withstanding anything herein contained be deemed to have accrued and the guarantor(s) shall be deemed to have become liable hereunder on the date or dates on which the borrower shall become liable to pay the amount/amounts due under the above referred to agreements as a result of such variation or composition or agreement.

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That if the Borrower shall become insolvent, bankrupt, or makes any arrangement or composition with creditors the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) rank as creditor and may prove against the estate of the borrower for the full amount of all the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights as guarantor(s) for the borrower in competition with the Bank until all the bank's claim are fully satisfied and I/we will not be paying off the amount payable by me/us or any part thereof or otherwise proved or claim against the estate of the borrower until the whole of the Bank's claims against the Borrower, in respect of all the liabilities whatsoever have been satisfied and the Bank may enforce and recover payment from me/us of the full amount payable by me/us not withstanding any such proof or composition as aforesaid.

The Guarantor shall not stand discharged by transfer of the loan account of the borrower from one branch to another and such transfer of the account shall not be deemed as a variation of the terms of the contract.

That any notice by way of demand or otherwise may be given by the Bank to me/us sending the same by post and addressed to me/us and the notice shall be deemed to have been given at the time when it will be delivered in the ordinary course of post and it will be sufficient in order to prove service of any such notice and to prove that the envelope containing the same was posted and the certificate signed by any officer duly authorised by the Bank in this regard that the envelope was posted, shall continue such proof.

That the guarantor herein authorise the Borrower/s to acknowledge the debt, on his behalf also and any such acknowledgement or payment made by the Borrower/s in respect of the Loan, shall and shall always deem to extend the Limitation as against the guarantor.

That the guarantee herein contained shall not be determined or affected by the death of the guarantor(s) hereunder but shall in all respect and for all purposes be binding and operative on his/their successor(s), heir(s) and assigns until repayment of all moneys secured by and due to the bank under the loan granted to the Borrower.

We further agree that we shall be jointly and severally liable to the bank for the entire outstanding in respect of the loan and that the bank shall be at liberty to sue either or any of us in respect of such liability without joining the other or others of us and notwithstanding any decree in any such suit subsequently to sue the other or others of us and to proceed to judgement and execution at the option of the bank until its claim is fully satisfied.

Signed and delivered by the said

**GUARANTOR** 

SUMAN BALA s/w/d of SATISH KUMAR

Suman Båla

ADDITIONAL D. J. FARUKKABAD, 22/IV OFFICERS' COLONY, FATEHGARH.

Place: NOIDA

Date: 23 8704

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ANNEXURE II

From:

SUMAN BALA s/w/d of SATISH KUMAR

ADDITIONAL D. J. FARUKKABAD, 22/IV OFFICERS' COLONY, FATEHGARH.

To,

Branch Manager / Chief Manager,

State Bank of India.

SECTOR-62 NOIDA

I/We, understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to SATISH KUMAR s/w/d of AJIT LAL ATTRI and furnishing guarantee in relation thereto, the State Bank of India requires consent of the guarantors/s of the credit facility, granted I to be granted, by the bank for disclosure of, information and data relating to the guarantors/s, and credit facility availed of by the guarantor/s, obligations as assumed by the guarantors/s, in relation thereto and default, if any, committed, in discharge thereof.

- 2. Accordingly I / We, hereby agree and give consent for the disclosure by the State Bank of India of all or any such
  - Information and data relating to me / us;
  - the information or data relating to any credit facility availed of / to be availed by me / us, and a)
- default, if any, committed by me / us, in discharge of my / our such obligation.
- as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorized in this behalf by RBI.
- I / We, declare that the information and data furnished by me / us to the State Bank of India are true and correct.
- I / We, undertake that,
- a) the Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by State Bank of India in the manner as deemed fit by them; and
- the Credit Information B Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

SUMAN BALA s/w/d of SATISH KUMAR

Place: NOIDA

SIGNATURE OF THE GUARANTORS

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**OPERATIONS LETTER** 

STATE BANK OF INDIA

Unstamped Operations Letter

SATISH KUMAR s/w/d of AJIT LAL ATTRI

Date: 11/08/2006

To: The Branch Manager, State Bank of India,

RASECC GHAZIABAD/NOIDA

Dear Sir / Madam

'P' SEGMENT ADVANCES PRASHASAN PLUS **HOUSING LOAN** TERM LOAN OF :Rs. 1831000/-

With reference to the Agreement dated 11/08/2006 executed by me/us in respect of the above limit, I / We request you to please make the account operative at SECTOR-62 NOIDA Branch, until otherwise agreed upon. In token of my/our acceptance to the above, I / We return to you the duplicate of this letter duly signed by me / us for your records.

Yours faithfully,

Borrower (s)

**OPERATIONS LETTER** 

**Unstamped Operations Letter** 

STATE BANK OF INDIA

SATISH KUMAR s/w/d of AJIT LAL ATTRI

Date: 11/08/2006

To: The Branch Manager, State Bank of India,

RASECC GHAZIABAD/NOIDA

Dear Sir / Madam

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN TERM LOAN OF :Rs. 1831000/-

With reference to the Agreement dated 11/08/2006 executed by me/us in respect of the above limit, I / We request you to please make the account operative at SECTOR-62 NOIDA Branch, until otherwise agreed upon. In token of my/our acceptance to the above, I / We return to you the duplicate of this letter duly signed by me / us for your records.

Yours faithfully,



उत्तर प्रदेश UTTAR PRADESH

C 967784

This is an Integral Part of Deaument

For Rs. 131000 (Rupees. M.)

The Company Executed By

In favour of State Bank of India

on 138106 at NOIDA

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उत्तर प्रदेश UTTAR PRADESH

C 967785

This is an integral Part of Document

This is an integral Part of Document

For Rs. 1839 900 (Rupaes 1997)

For Rs. 1839 900 (

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Stamp duty as applicable in State

To be stamped as an Agreement in accordance with the Stamp Act in force in the State in which the document is executed and not to be attested.

#### MEMORANDUM OF TERM LOAN AGREEMENT FOR HOUSING LOAN GRANTED TO PUBLIC

NOIDA

Date: 23 8/01

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA

Sir/Madam,

Whereas, the State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai - 400 021 having one of its Branch Offices at SECTOR-62 NOIDA (hereinafter called the "the Bank" which expression shall include its successors and assigns) having, at my /our request SATISH KUMAR Son/Daughter/Wife of AJIT LAL ATTRI at present aged around 45 years and residing at ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975hereinafter, called 'the Borrower' which expression shall include his/her respective heirs, executors, administrators and assigns) granted me/us a Housing Loan of Rs.1831000.00 (Rupees Eighteen Lacs Thirty One Thousand Only) for purchase/construction of a flat/house/plot of land or for additions thereto, situated at PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

- 2. In consideration of the grant of the said advance and continuance of the said facility for such time as the Bank may deem fit, I/we SATISH KUMAR s/w/d of AJIT LAL ATTRI do hereby irrevocably and unconditionally agree and undertake with you, so as to bind myself/ourselves, my/ our heirs, executors, administrator, estates, assigns and effects as follows, viz.
- a) The disbursement of the amount of the loan shall be at your absolute discretion and shall be co-related to the actual progress in the construction of the house/flat/additions. Such disbursements shall be made by means of the Bankers Cheque drawn in favour of parties to whom I/we may desire and instruct to make payment for the purpose of acquisition/ construction/ addition of/to house/flat/land. You may at your discretion and at my/our request credit a part of loan amount to my/our current/saving Bank account (maintained in single or joint names) to enable me/us to make payments to suppliers of goods and services. I/we shall submit to the Bank within a reasonable time, satisfactory proof of the proper utilization of the amount of the loan, such as Architect's certificate, certifying the value of the work carried out, Contractor's bills, stamped receipts, sale agreement for house/ flat.

If considered necessary by the bank, I/we shall produce, at my/our cost, photographs showing the progress of construction work carried out by me/us, which photographs besides showing portion of the neighbouring properties, shall be certified by persons whose certificates are acceptable to the Bank.

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b) I/We shall repay the amount of loan as per arrangement / sanction letter, which forms part of this Agreement in Equated Monthly Instalments of Rs. 18845/- each till the entire loan with interest is fully repaid. This equated monthly installment also includes interest component. The Bank Loans before expiry of half of the original tenure of the loan.

SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion after the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as agreeable to the applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exists or not. If the Borrower is not rates from SBI, to terminate the loan and shall repay the Loan and any other amount due to SBI in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.

Loan on floating interest rate basis; Interest on the amount of the loan will be applied at the rate of 1.75 % below State Bank Advance Rate hereinafter referred to as SBAR, rising or falling therewith, effective rate being 9.25 per annum at monthly rests calculated on the daily balance of the loan amount. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in SBAR, and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the changes in SBAR are either displayed / notified at / by the branch or published in newspaper or made through entry of interest charged in the passbook / statement of accounts sent to the borrower(s).

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account (s) or a portion thereof for any default or irregularity on my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit. The Equated Monthly Installments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Installment may change/ increase as may be decided by the Bank. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.

Such enhanced interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first installment of the loan where such loan is paid in installments or 30 days from the date of equated monthly installments (EMI) if it remains unpaid for a period of 30 days from the due date, for any reason, including bounced cheque.

- c) If the loan amount has been utilized by me/us for purchase of ready built house/flat, I/We shall pay the first such monthly installment following the month in which the loan amount is disbursed to me/us. The subsequent monthly installments shall be paid before the last day of each monthly installment till 2 months after the month in which the house/flat has been completed or on the expiry of 18 months from the date of subsequent month. The subsequent monthly installments will be paid before the expiry of the each subsequent month.
- d) Pre-EMI interest: I/We have opted for servicing of Pre-EMI interest and have already delivered or hereby undertake to deliver post-dated cheques drawn at monthly intervals for servicing of the amounts of Pre-EMI interest during the moratorium period.
- e) I/We declare and confirm that the amount of the loan or the balance then outstanding shall become payable at once in case of my death or death of anyone of us. In case of death, the Bank may, at its discretion, continue the loan provided sufficient collateral security is furnished by my legal heirs/ surviving borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by my legal heirs/ surviving borrower(s).

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f) I/We shall arrange for the payment of the equated monthly installment from my/our monthly salary or in whatever manner deemed fit\* or by debit on the due dates from the Current/ Savings Bank account with Branch/ or any other Branch where I/we may hold the account singly or jointly and to appropriate the same in repayment of the said loan and interest. (\*Delete if not appropriate)

We shall execute in favour of the Bank, a letter of authority, addressed to my/our employees to recover and pay to the Bank the equated monthly installment from my/our salary every month\*.(\*Delete if not applicable)

- g) On the demand the Borrower agrees to deliver to the Bank post-dated cheques for the monthly installments and the Borrower warrants that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower to pay the monthly installments or any other sum. The borrower agrees to forthwith replace the cheques/ issue fresh cheques, if required by the Bank. The borrower shall not be entitled to cal upon the Bank to refrain from presenting any cheques for payment and if the borrower does so, the Bank shall nevertheless be entitled to present the cheques for payment and in the even of dishonour the provisions under Chapter XVII of the Negotiable Instrument Act, 1881 shall apply, I/We also agree to pay a penalty of Rs.250/- for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.
- h) I/We declare and confirm that on my/our retirement, the outstanding amount of the loan sanctioned to me will become repayable at once. The Bank may, at its discretion, continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by me us.
- i) In the event of cessation of my/our business/service with my/our employers by way of resignation or otherwise (except as a result of the death or retirement), I/we undertake to repay to the Bank forthwith on demand the balance principal amount of the loan, or the balance then outstanding whichever is higher.
- j) In the event of my/our ceasing to be in business/service of my/our employer whether by retirement, resignation, death or by operation of law or by any other reason or cause whatsoever and howsoever you shall be entitled at your discretion, to write to my/our employers to appropriate and set off (i) any amount which may then be payable by my /our employers to me/us whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and
- ii) any amount that may be standing to the credit of any account which I/we may have with my/our employers or with you, either singly or jointly towards repayment of the balance that may be then remaining due and payable by me/us in my/our said loan account together with interest thereon at the applicable rates upto the date of such repayment. Any such appropriation made by you or my/our employers shall be conclusive and binding on me/us and my/our estate both in and out of court. In any even my/ our liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as upto the date of payment has been realised by you whether by way of recovery from my/our employer or otherwise.
- k) I/We will not sell, assign, mortgage, change or in any way encumber or alienate the said flat/house/land or any part thereof so long as I/we am/are indebted to the Bank in the said loan account without prior permission of the Bank in writing. I/We undertake to give prior intimation to you before letting out/ giving on leave and license the said flat/house.
- I) The loan shall be secured by a valid equitable/legal mortgage of the land/house/flat purchased/constructed by me/us for which the Loan facility is provided by executing/registering such documents in such form as may be decided by the Bank. I/We shall, if required by the Bank, give such further security as acceptable to the Bank forthwith on demand by the Bank. In case it is not possible to create security by way of mortgage as aforesaid I/we shall forthwith on demand arrange for other collateral securities by way of pledge such as insurance policies, promissory notes issued by any Govt., shares or debentures of the companies, sufficient quantity of gold or gold ornaments or other articles or things acceptable to the Bank as security for the loan. The loan shall also be secured by the guarantee of a person acceptable to the Bank and good for the loan amount involved and by mortgage of the guarantor's property also, if need be.
- m) I/We shall obtain at my/our cost and produce for the satisfaction of the Bank a certificate from the Advocate/Solicitors approved by the Bank certifying that I/we will have clear and marketable title to the land/house/flat propose to be purchased by me/us and agree that Bank shall be entitled not to disburse any amount of the loan until such certificate has been produced by me/us.
- n) I/We shall maintain a flat/house in good tenantable repair and condition at my/our cost at all times so long as I/we am/are indebted to the Bank and that I/we shall ensure that the Bank's security is not in any way jeopardised. I/We shall duly and punctually pay the charges, if any, payable to the Co-operative society and also all the municipal taxes, charges, rates, cesses etc. from time to time payable by me/us in respect of the flat/house/land. The Bank shall be at liberty to inspect the flat/house/land at any reasonable hours of the day and I/we shall furnish all such information/particulars whatsoever as and when called upon to do so by the Bank. I/We shall provide the required no objection consent for creating a charge on the property secured for the Loan, from the Society/Condominium or any other permissions by any authority necessary for creating the security in favour of the Bank.

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- r) I/We shall abide by the terms and conditions of the sanction of the loan to me/us as mentioned in the arrangement letter/sanction letter which forms pack of this agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/the Reserve Bank of India/Central Government/State Government.
- s) The undertakings, authority and agreements herein contained shall be irrevocable so long as I/we continue to be liable to the Bank in the said
- t) I/We hereby further agree that as precondition of the loan/ advance given to me/us by the Bank, that in case of default in repayment of the loan/advances or in the repayment of the interest thereon or any of the agreed installment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name(s), details and photograph(s) as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- u) I/We further agree that the Bank is at liberty to disclose/share my/our Credit information to/with Information Company formed under the Credit Information Company (Regulation), 2005, as to the loans granted to me/us and the nature of the securities given by me/ us, the guarantees furnished to secure the said loans whether fund based or non-fund based, my/our creditworthiness and any other manner which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies and the Bank is not liable in any manner to me/us for providing the information as aforesaid to the Information
- v) I/We agree that the Bank has absolute right to assign this agreement in favour of any person including securitisation company or reconstruction company under the SARFAESI Act and on such assignment, I/We will be liable to such assignee as if assignee is the Bank/lender and assignee will have all rights against me/us and as well as overall properties either given as security or otherwise to recover all debts/liabilities payable by me/us under this agreement.
- w) I/We declare that I have understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of my/our failing to do so, the Bank will have a right to recall the advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem it fit and proper.

Yours faithfully,

BORROWER(S) Signed and delivered by: SIGNATURE NAME

**ADDRESS** 

SATISH KUMAR S/W/d OF AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

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(Asst.General Manager/Chief Manager/Branch Manager/an authorized officer of State Bank of TL/Page 5/5

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#### ANNEXURE I

From:
SATISH KUMAR s/w/d of AJIT LAL ATTRI
ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT,
OFFICER COLONY FATEHGARH MOB 09415183975

To,

Branch Manager / Chief Manager, State Bank of India, SECTOR-62 NOIDA

I/We, understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to me / us, the State Bank of India requires my/our consent for the disclosure by the bank of, information and data relating to me / us, of the credit facility availed of / to be availed, be me / us, obligations assumed / to be assumed, by me / us. In relation thereto and default, if any, committed by me/ us, in discharge thereof.

- 2. Accordingly I / We, hereby agree and give consent for the disclosure by the State Bank of India of all or any such
  - a) Information and data relating to me / us;
  - b) the information or data relating to any credit facility availed of / to be availed by me / us, and
- c) default, if any, committed by me / us, in discharge of my / our such obligation.
  as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorized in this behalf by RBI.
- 3. I/We, declare that the information and data furnished by me / us to the State Bank of India are true and correct.
- 4. I / We, undertake that,
- a) the Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and data disclosed by State Bank of India in the manner as deemed fit by them; and
- b) the Credit Information B Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

SATISH KUMAR S/W/d of ACHT LAL ALTRI

Date: 23/8/01

Place : NOIDA

SIGNATURE OF THE BORROWERS
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1) und	dertakes t	In case the more of deposit with the equivalent to the amounts in deposits in	e bank the a ne remaining	mount re period o	ceived by h finstallmen										
2)		Further covenar	ts that the B	ank shall	be entitled										
۵١		The mortgagor osit before matur	urther underf	akes tha	t during the est on the sa	pendenc aid amou	y of the sa nt till the r	aid Ioar epaym	n facility, ent of en	the mort tire loan	gagor shal	l not wi	thdraw	the said	) amour
IN	WITNES	S WHEREOF th	mortgagor h	nas set hi	s/her hands	to this u	ndertaking	the da	ay, monti	and the	year here	inabove	writter	١.	
					2.,	ر در سر	<u> </u>								
W	ITNESS:				SATISH K	UMAR s	W/d of A	JIT LA	L ATTRI					•	
1.		Sign., Name, A	ddress .			٠,									
2.		Sign., Name, A	ddress	***,	e i de							٠.		DU/I	≥age 1/1

STATE BANK OF INDIA

BRANCH / ASST. GENERAL MANAGER SECTOR-62 NOIDA Branch

The Asstt. General Manager / Branch Manager, State Bank of India, RASECC, GHAZIABAD/NOIDA

#### **DISBURSEMENT ADVICE TO THE RACPC**

RASECC / HL /

Dear Sir,

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN SATISH KUMAR s/w/d of AJIT LAL ATTRI

TERM LOAN OF :Rs. 1831000/-

With reference to above loan sanctioned by you, we are pleased to advise you that the loan has been disbursed today, i.e. on . This is for your information.

Yours faithfully

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### UNDERTAKING CUM DECLARATION CUM INDEMNITY

Dated 23 8 66

The Asstt. General Manager / Branch Manager, State Bank of India, RASECC, GHAZIABAD/NOIDA

Sirs,

a mortgage charge by NOIDA. AREA - 500 hereinbelow) with the to the tune of Rstitle deeds in respect Schedule appended he loan facility, We/I, the a) We / I agree to Incharges, expenses an pay or incur or suffer o with whatever discrepa documents, title deeds	TATE, SECTOR-CHI- I deposit of title deeds it I SQ. METRES. (here SECTOR-62 NOIDA of for the of the ereinbelow) with the undersigned bind ourse demnify and keep the lid d disbursement whatso it is sustain as a result of of ancies that may arise or latent or otherwise in re-	04 , GREATER NOIDA. As in respect of the PLOT inafter referred to as "the name of the name	REA - 500 SQ. METRES.  NO. 56-D , LAGERSTROI said flat/unit/gala" more pAt our/my request you the secure the same We/l referred to as "the said if n and in co assors, assigns, heirs, execuinst all claims, demands, ay or incur or suffer or sus irect, on the Bank having a our/my right title and intere ala more specifically in the	and to the secure the same Wall ESTATE, SECTOR -CH particularly detailed in the Sch have agreed to grant me a have created a mortgage chaflat/unit/gala" more particularly posideration of the sanction of utors, administrators and assessactions, proceedings losses, stain or to be liable and/or managreed to advance housing loanest over the said flat/unit/gala arevent of any encumbrance will	/e/I have created II-04 , GREATER hedule appended facility arge by deposit of y detailed in the the said housing its and hereby irred damages, costs, de to be liable to a credit facilities, and/or any of the hich may or may
not be reflected in the i documents which is no	records of the competer t available or furnished	nt Sub-Registrar of Assuran to Bank).	ces and the absence and r	non-availability of the	(details of the
b) That We/I have the f		ered right to ownership ove deeds	r the said flat/unit/gala and with	create the mortgage charge of the	over it by deposit Bank.
Serial no	dated	registered in , the right title and inte	rest in the said flat/unit/ga	r of Assurances at la and proportionate interest in	under the land being
d) That neither We/I no	or any of our/my succes	sors, administrators, assigr	ns and/or the legal heirs/ re	epresentatives, nominees of the over the said flat/unit/g	e parties hereto gala in favour of
right to use and occupy	the said flat/unit/gala	cution of the agreement date on ownership basis stands over the said flat/unit/gala,	red the sole vested in us/me and we/l	e and exclusive right title and further indemnify the Bank ag	interest and the ainst any doubt
and We/I shall indemr proceedings, losses, da easement, lease, lien or in the records of the co Courts of Law restrain indemnified against any	nify and shall keep incommages, recoveries, jud r lispendence or attachr ompetent Sub-Registrar ing the Bank from enj act, deed by person(s) r person or persons for	demnified the Bank and/or igments, charges, lien, end ment either before or after j of Assurances and expen joying the quiet, vacant a whomsoever by which the und interested in the said	umbrance (by way of sale udgement or other encumb ses, any third party claims nd peaceful possession of Bank may incur damages	th it against any claims, den , exchange, mortgage, gift, tru rrances etc.) that may or may is s /proceedings, Notices, Injuno of the said flat/unit/gala and it or suffer on account of any cla the Schedule hereunder writt	ust, possession, not be reflected ctions from any keep the Bank aim being made ten or any part

f) In the event of default/non-payment of the loan installments, our/my account running irregular, non-acceptance of the membership by the Cooperative Society, or non-acceptance/discrepancies in validity of the title deed documents or in the event of arising of any doubt, encumbrances including sale, exchange, mortgage, gift, trust, possession, easement, lease, lien or lis-pendence or attachment either before or after judgement or other encumbrances, injunction or order from any Courts of Law or Quasi-Judicial authorities/ Government Authority or agency restraining us/me to occupy the said Flat/unit/gala, We/l, the undersigned agree to repay and to make good to the Bank due payments with the applicable rates of interest without any further proof or contention together with the costs, charges and expenses incurred by the Bank for such acts of omission and/or commission including the invalid title and/or discrepancy in the title deeds in respect of the said flat/unit/gala with the Bank. g) We/l also undertake to pay to the Bank the Principal Amounts with the applicable rates of interest or at such other rate as may be made applicable from time to time to be stipulated by the Bank from the date the amounts became due till the date of payment/realization in respect to the loan facility availed from the Bank. In the event of default, We/I undertake to pay the enhanced rate of interest @ 2% per month ( i.e. 24% p.a.), on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced

h) We/I undertake to deposit and keep deposited with the Bank such sum of money as payable towards the loan installments or approved securities including the Membership Share Certificate when issued and title deeds of the said flat/unit/gala including the (details of the deposited title deeds) with the Bank for due fulfillment and discharge of my obligations towards the Bank against the housing loan facility.

rate

Rs.250/-

VIEVE

(present

i) We/I irrevocably authorise the Bank to set-off the amounts so deposited and also to realise from the securities which may be appropriated by the Bank in situations of the obligations and liability to the Bank to the extent possible at any time the Bank deems fit.

j) We/I authorise the Bank to take such steps to secure its dues which remain payable and outstanding from the undersigned in the event of default, at any time and from time to time as it may deem necessary in its discretion including to protect/or to dispose off and sell the said flat/unit/gala.

k) We/l agree and undertake not to hold the Bank responsible or liable for any loss or damage which We/l may suffer as a result of any act of omission and/or commission amounting to negligence or default on part of the said Builder/Society or the previous owners of the said flat/unit/gala.

1) Nothing herein contained shall prejudice any other rights and remedies which the Bank may have against the undersigned under the law or any documents signed or signed us/me.

THE SCHEDULE HEREINABOVE REFERRED TO

PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

Yours faithfully,

ACCEPTED

BRANCH / ASSTT. GENERAL MANAGER FOR STATE BANK OF INDIA

interest

applicable.

MitiAff / Page

Dated this day of _	,200
AND	

UNDERTAKING CUM DECLARATION CUM INDEMNITY

MitiAff / Page 3 / 3



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Stamp duty as applicable in the State

## **AFFIDAVIT**

Shri/Smt SATISH KUMAR s/w/d of AJIT LAL 22/IV, CIVIL COURT, OFFICER COLONY FA	_ ATTRI Age - 45 years, O ATEHGARH MOB 0941518	ccupation -SERVICE 33975 do hereby solemnly a	residing at ADDITION affirm and State on oat	NAL D. J. FARUKKABAD th as follows :-
By virtue of an Agreement dated	withsq.ft. busq.ft. busq.ft. busq.ft. busq.ft. busq.ft. busq.ft. busq.ft. said State Bank of India. The gand by taking loan from State of India india.	S 61  If up together with attache  property) for Rs The di us I / we have occupancy e Bank of India.	d terrace of, eveloper on rights in the property	, I/ we have sq.ft. built up on at constructed at has permitted me/
I/ We hereby declare that I/we have not in any entered into the agreement to do so by which r a subject matter of any civil suit. I/ We have not any charge or any encumbrance and my/ our NOIDA.	of received any notice to the	of offeet 1/ We have been de-	property is not attached	d by any authority nor is
I/ We have made this Affidavit with knowledge as a security for the total credit facility of Rs.1 said Bank. I/ We further state that I/ we shall no				
Whatever stated above in para No.1 to 4 is true have signed this affidavit at	and correct to the best of on this 2006	my/ our knowledge, inform	ation and behalf and in	n witness thereof I / we
Identified by				
ADVOCATE	AFFIANT	AFFIANT		

peg 98 36

Stamp duty as applicable in the State

## <u>AFFIDAVIT</u>

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Shri/Smt SATISH KUMAR s/w/d of A. 22/IV, CIVIL COURT, OFFICER COLO		•	•	D. J. FARUKKABAD follows :-
	•			:
		•		
By virtue of an Agreement dated &	3/8/06 with	S B1		
agreed to purchase flat No.	admeasuring 500 Sg mb/sq.f	t. built up together with attached ter	race ofso	.ft. built up on
floor in Building know	wn Las	acid property) for Do. The devel	nor on	constructed at
By virtue of an Agreement dated	favour of State Bank of India funds, and by taking loan from	. Thus I / we have occupancy right 1. State Bank of India.	its in the property, I	/ we have agreed to
		•		
I/ We hereby declare that I/we have nentered into the agreement to do so by a subject matter of any civil suit. I/ We any charge or any encumbrance and NOIDA.	which my/ our title to the sand have not received any notice	ne would be effected. The said prope to that effect. I/ We hereby declare	erty is not attached be that the said propert	by any authority nor is y is absolutely free of
I/ We have made this Affidavit with kn as a security for the total credit facility said Bank. I/ We further state that I/ w	y of Rs.1831000.00 ((Rupees	Eighteen Lacs Thirty One Thousan	nd Only)) to be grain	nted to me/ us by the
Whatever stated above in para No.1 to have signed this affidavit at&ふへ	o 4 is true and correct to the b	est of my/ our knowledge, informatio	on and behalf and in	witness thereof I / we
	0			. ,
Date:				
Identified by				-
ADVOCATE	Gulle	·		1
AUTOONIL	AFFIANT	AFFIANT		AFF/ Page 1/1
				72777

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ANNEXURE 'A'

•		AFFIDAVIT			
			t present aged around 45 H MOB 09415183975 the		
follows:					
			, .		•
described in Schedule			irchase/ construction of he scheduled property), and		
(b) I/we have full, absolute scheduled property.		, title interest to and ove	r the scheduled property a	nd nobody else has any	right, title or interest in
(c) As a security for the hereunder written in res	advance/finance availed pect of the scheduled pro	operty with an intention	vered to the Bank the title do to create mortgage of the stree original title deeds and t	scheduled property on _	(date). I/ we
possession	or *	at	my/	our	command.
(f) I/ we are aware that the agreed to grant finance	for acquisition of the se	the declarations made the cheduled property. If we	oy us in this affidavit and or e are aware that appropri ne/ us hereinabove turn	ate civil/ criminal procee	dings can be initiated
	SCHEDULE - I (	Detailed description of	the property for which lo	an is granted)	•
The Property situated	at PLOT NO. 56-D , LAG	GERSTROMIA ESTATE	, SECTOR -CHI-04 , GRE	ATER NOIDA. AREA -	500 SQ. METRES.
		SCHEDULE II	(Description)		
				•	
·					

**SIGNATURES** 

SATISH KUMAR \$/w/d of AJIT LAL ATTRI

· Place:

Date:

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

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# RASECC - GHAZIABAD/NOIDA DOCUMENT EXECUTION MEMO

レししUN	ENI	EXEL		N INFINO
HOME BRANCH			SECTOR-62 NO	IDA
ACCOUNT NUMBER	,		DOCUMENT EXECUTION REGISTER FOLIO	
PROPERTY DOCUMENTS OBTAIN	ED: 0			
SECURITY DOCUMENTS OBTAINE	Doc	uments, Affidavits and		pan • Guarantee Agreement respect of Equitable Mortgage IL • Affidavit
DOCUMENT S	<del></del>	ited in DREAM	HOME Softwar	e - <b>05/0</b> 6/2006
		UMAR s/w/d of A		
ADDRESS OF FIRST APPLICANT WITH PHOI AND MOBILE NUMBERS	VE FATE	ITIONAL D. J. FARU EHGARH MOB 09415		COURT, OFFICER COLON
ETAILS OF SITE:	PLO PLO	T NO. 56-D., LAGER DA. AREA - 500 SQ.		SECTOR -CHI-04 , GREATE
				4.19.100

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STATE BANK OF INDIA

BRANCH/CHIEF MANAGER SECTOR-62 NOIDA

To

Delhi

SATISH KUMAR s/w/d of AJIT LAL ATTRI

ADDITIONAL D. J. FARUKKABAD 22/IV, CIVIL COURT, OFFICER COLONY FATEHGARH MOB 09415183975

HL/

Date: 11-Aug-2006

Dear Sir,

'P' SEGMENT ADVANCES PRASHASAN PLUS HOUSING LOAN TERM LOAN OF :Rs. 1831000/-

With reference to your application dated 26/Jul/2006, we hereby advise you having sanctioned Term loan of Rs.1831000.00 (Rupees Eighteen Lacs Thirty One Thousand Only) on the following terms and conditions:-

Please tender post dated cheques drawn at monthly intervals for servicing of the amount of pre-EMI interest during the moratorium period as mentioned below in this letter.

Euro

Amount in words:

(Rupees Eighteen Lacs Thirty One Thousand Only)

SumanBalg

1.A. Purpose: Housing Loan. - For Purchase of land. - For purchase of land. The loan is sanctioned to you for the purpose of purchase/construction/extension/ repairs of new/second-hand residential house/flat at the following address:

PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES.

2. Margin

INR 930804

( 33.70 % )

3. Floating Rate of Interest:

Floating Rate of Interest at 1.75 % below SBAR, effective rate being 9.25 % per annum with monthly rests.

Sanction / Page 1 / 4

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SBAR is currently 11 per cent per annum. (The current effective rate being 9.25 percent per annum with monthly rests. The rate of interest is subject to revision from time to time and you/borrower shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR are displayed/notified at/by the branch/published in newspapers/made through entry of interest charged in the passbook/ statement of account sent to you etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in SBAR. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

Enhanced rate of interest @ 2% per month (i.e. 24% p.a.), on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable. (present rate - Rs.250/- for every bounced cheque)

### 4. Repayment:

The loan is to be repaid in 180 Equated Monthly Instalments of Rs. 18845/- The repayment instalment commences (a) 2 months after completion of construction or after eighteen months from disbursement of first instalment, where loan is released in instalments, whichever is earlier or (b) as under, whichever is early:

The loan will be repaid in 180 E M I of Rs. 18845/- Applicant will have to lodge with us Post Dated Cheques (PDCs) for the repayment of loan and the dates of such cheques should normally be synchronized with the credit of salary or other credit or in other cases should be dated prior to 7th of every month where the account may have sufficient credit balance.commencing immediately.

Your liability to the Bank will be extinguished only when the outstandings in the loan account becomes Nil, on payment of residual amount, if any

Janes E

Submission of PDCs:

You will have to lodge with us Post Dated Cheques (PDCs) for payment of interest during moratorium and for repayment of loan and the dates of such cheques should normally be synchronized with the credit of salary or other credit or in other cases should be dated prior to 7th of every month where the account may have sufficient credit balance.

Prepayment Charges - Floating Rate of Interest Loans:

A prepayment charge of 2% of the amount prepaid in excess of normal EMI dues will be levied in respect of preclosure of Housing Loans before expiry of half of the original tenure of the loan.

- Security
- a) Primary

PLOT NO. 56-D , LAGERSTROMIA ESTATE, SECTOR -CHI-04 , GREATER NOIDA. AREA - 500 SQ. METRES. Equitable Mortgage of flat / property / land with original set of documents.

b) Collateral by way of TPG:

SUMAN BALA s/w/d of SATISH KUMAR

Pala.

Sanction / Page 2 / 4



335

6. Utilisation of the loan :

The amount of loan shall be utilised strictly for the purpose detailed in your/borrower's application and in the manner prescribed. The construction of the house/flat or the modification/ extension proposed by you/borrower in the existing house/ flat should be strictly according to the plan approved by the Local Authorities/ Town Planning and Development authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.)

7. Insurance :

The house/ flat shall be insured comprehensively for the market value or loan sanctioned to you, whichever is higher, covering fire, flood etc. in the joint names of the Bank and the borrower.

8. SBI LIFE Insurance:

You have not opted for SBI Life policy.

9. Inspection:

The bank will have the right to inspect, at all reasonable times, your/borrower's property by an officer of the Bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be bome by you.

10. Documents:

The following documents will be executed by you before disbursement:

- Term Loan Agreement for Housing Loan - Guarantee Agreement - Documents, Affidavits and Confirmation Letter in respect of Equitable Mortgage - Annexures I and II in respect of Disclosure to CIBIL - Affidavit

11. Legal Expenses etc. :

All legal expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

12. Processing Charges

Processing Charges - Rs.9155.00

13. Disbursement :

The loan will be disbursed only on the following conditions:

Jumangola

- a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.
- b) All the security documents prescribed have been executed by by you/co-applicant(s) / guarantor(s).
- c) The loan will be disbursed direct to builder / vendor, in phases as per stages of construction and as per schedule given in the Agreement to Sale.

Sanding / Page 3/4

ELECTION X. QA

14. Collection of tax:

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.

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. The loan 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 therein.

Received the original. I/We undersigned agree to the terms and conditions as set out in this letter. I/we have opted for servicing of Pre-EMI interest.

Terms and conditions of the loan are accepted by me / us as a guarantor(s).

Guarantor(s)

Sanction / Page 4 / 4

Rey as



उत्तर प्रदेश UTTAR PRADESH

C 967788

This is an integral Part of Document

For Rs. 18 51000 (Rupees Finish den dans Turi

Only) Executed By

In favour of State Bank of India

on d2/8/06 at NO DA



उत्तर प्रद्वेश UTTAR PRADESH

C 967789

20/8/06

This is an integral Part of Document

For Rs. 1831 DRU (Rupees R. 1914) In favour of State Bank of India

From,

Satish Kumar - II,

Additional District & Sessions Judge,

Court No.-7, Pilibhit.

Through:

District Judge,

Pilibhit.

To.

The Registrar General,

Hon'ble High Court of Judicature at

Allahabad.

Subject:

Information regarding purchase of a plot in Greater Noida (Gautam Budh Nagar) in compliance of Sec.24 U.P. Govt. Servants Rules

1956.

Respected Sir,

Very humbly I would like to submit that I have purchased a plot in sector CHI-04 block Lagerstromia Estate in Greater Noida (Gautam Budh Nagar) Seen on 22.2.10 by Har M. P. Murkagh, J. from Greater Noida authority. The detail information on the proposed proforma is as follows:-

1. **Date of Joining of Service** 

June 14, 1990.

Present Gross salary and take home salary.

Gross Salary is

Rs. 45,032.00 P.M.

Take home Salary is

Rs. 40,219.00 P.M.

(Note: My wife Smt. Suman Bala is also working lady in Canara Bank, Pilibhit and getting Gross Salary Rs.21,425.94 P.M., and take home salary is Rs. 19887.94 P.M., Salary slip March'2009 attached)

Details of Purchases (movable properties exceeding in value basic pay. immovable property made by him earlier with complete details, date of purchase, amount spent etc.

Maruti Car 800 purchased in 01.12.1996 for a.

Rs.1,97,576.36

Revolver purchased in 19.04.2001 for

Rs. 68,139.00

b.

Plot 195.9 Sq.Mtr. purchased on 31.07.2001 in Moti Prayag, Colony, Garh Road, Meerut, Rs.2,92,785.00 (Information regarding these, in details, has already been sent to

Hon'ble High Court well in time.

If any advance or loan taken from the High Court, its amount and in what manner the loan will be repaid namely, the number of installments, its amount and till what date the deduction will be made.

None at present.

rolf any loan taken from Bank etc, details of amount, mode of repayment, period of deduction, no. and amount of installments.

Home loan sanction

Rs. 18,31,000.00

Actual loan amount taken

Rs. 17,00,000.00

From S.B.I., Branch Sector-62, Noida (Gautam Budh Nagar)

Term (months)

180

No. of installments

180

E.M.I.

Rs. 18,845.00

6. Regarding purchase of second hand car etc.....

Not applicable.

Detail of property (Area of plot, locality, city, district, if building or flat 7. then its size)

> 500 Sq. Mtr. 56-D Sector CHI-04 Block Lagerstromia Estate, Greater Noida (Gautam Budh Nagar), U.P.

Name and full address of the dealer/seller 8.

Greater Noida Authority (Gautam Budh Nagar)

Whether the dealer regular and reputed one. 9.

Yes.

Whether the Judicial Officer is related to the seller in any way and 10. whether any case against the seller is pending in or decided by the Judicial Officer.

No.

Details of the source of amount with papers in support thereof. 11.

> 1. Loan from S.B.I., Sector-62, Noida Rs. 17,00,000,00

> 2. From S.B A/c No. 01190041041 S.B.I., Sultanpur (Salary a/c) Rs. 2,69,750.00

3. After breaking F.D.R. No. 495417 Dt. 15.04.2005 Rs.93,665.00 Canara Bank

Rs. 1,00,000.00

4. Plot registration amount Rs. 1,71,250.00 (Rs.1,15,000/- from S.B. A/c No. 01190041041, S.B.I., Sultanpur and Rs. 56,250/- taken from friend Sri Surendra Kumar working with S.B.I., Delhi and given back Rs. 51,000/- through my wife O.D. a/c no. 20088 and Rs. 5,250/- in cash)

Total Rs. 22,41,000.00 Price of plot after cash down rebate Rs. 22,41,000.00

5. Registration expenses (stamps) Rs. 1,31,200,00 (Withdraw from S.B. A/c 11181464736 (Salary A/c) S.B.I., Pilibhit, A/c Photocopy attached.)

6. Lease rent & other expenses Rs. 2,82,720,00 (Withdraw from S.B. A/c 11047476439 S.B.I., Meerut Cantt, A/c Photocopy attached.)

Date: 26/6/09

Yours faithfully.

(Satish Kumar-II) 26/b 09 Additional District & Sessions Judge Court No.-7, Pilibhit.

## Encl.:

1. Photocopy of loan agreement with S.B.I. branch 62, Noida.

2. Photocopy of my saving bank a/c no 01190041041. with S.B.I., Sultanpur and my wife overdraft loan a/c with Canara Bank, Sultanpur)

3. Salary certificate.

4. Salary certificate (Wife).

5. Photocopy of allotment letter from Greater Noida authority.

- 6. Photocopy of drafts which was submitted to Greater Noida authority in lieu of cost of plot.
- 7. Photocopy of Receipt of Application form for Plot registration.
- 8. Photocopy of S.B. A/c 11181464736 S.B.I., Pilibhit.
- 9. Photocopy of S.B. A/c 11047476439 S.B.I., Meerut Cantt.

*PILIBHIT JUDGESHIF* No. 701/XY Date 26.6.09 Forwarded to the Registran General, Hondle High Count of Judicoluse at Allahabad.