

From,

**S.S. Gautam,**  
Deputy Registrar,  
High Court of Judicature at  
Allahabad.

Request - 98

To,

**The District Judge,**  
Gautam Budh Nagar.

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No. 14608 / IV- 3238/ Admin (A) / Dated 10-10-2014

Subject:- Grant of permission to Sri Niraj Gautam, Additional Chief Judicial Magistrate, Gautam Budh Nagar to purchase flat Unit no. W-805, Amrapali Silicon City at plot no. GH-01/A, Sector- 76, Noida, District Gautam Budh Nagar.

Sir,

With reference to your endt. no. 1566/XV dated 10.07.2014 on the above subject, I am directed to say that the Court has been pleased to accord permission to Sri Niraj Gautam, Additional Chief Judicial Magistrate, Gautam Budh Nagar to purchase flat Unit no. W-805, Amrapali Silicon City at plot no. GH-01/A, Sector- 76, Noida, District Gautam Budh Nagar measuring 1835 sq. feet, instead of flat Unit no. V-206, in the same project from the same dealer i.e. Amrapali Silicon City Pvt. Ltd., registered office- 307, 3<sup>rd</sup> Floor, Nipun Tower, Plot no. 15, Community Center, Kadkadduma, Delhi for Rs. 45,55,625/-, as requested, in continuation of earlier granted permission, communicated vide Court's letter no. 18871/ IV- 3238/ Admin (A) dated 21.12.2012, subject to the condition that the relevant papers of the transactions alongwith copy of the sale deed be furnished by him immediately on completion of the transaction.

D.R. (107)  
order placed  
below.  
May please?  
Ok. Tarun  
10.10.14  
S.O.

Sri Gautam may kindly be informed accordingly.

Yours faithfully

S.S. Gautam  
10.10.14  
Deputy Registrar

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No. 14609 / IV- 3238/Admin (A) / Dated 10-10-2014

Copy forwarded for information and necessary action to Sri Niraj Gautam, Additional Chief Judicial Magistrate, Gautam Budh Nagar.

S.S. Gautam  
10.10.14  
Deputy Registrar

Serial  
25-7-14  
Encl (64) page

25.7.14

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प्रेषक,

नीरज गौतम  
अपर मुख्य न्यायिक मजिस्ट्रेट तृतीय  
गौतमबुद्धनगर।

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28-7-14

सेवा में,

श्रीमान महानिबन्धक  
माननीय उच्च न्यायालय  
इलाहाबाद।

द्वारा-

श्रीमान जनपद न्यायाधीश,  
गौतमबुद्धनगर।

Request - 98

विषय: अचल सम्पत्ति (फ्लैट) क्रय किये जाने हेतु अनुमति के सम्बन्ध में।

महोदय;

ससम्मान निवेदन है कि प्रार्थी द्वारा अपर सिविल जज सीनियर डिवीजन गोरखपुर के रूप में कार्यरत रहने के दौरान वर्ष अक्टूबर 2012 में आम्रपाली ग्रुप के सैक्टर 76 नौएडा जिला गौतमबुद्धनगर में आम्रपाली सिलीकॉन सिटी प्रा0 लि0 द्वारा निर्मित किये जा रहे आम्रपाली सिलीकॉन सिटी में टावर V के सेकेंड फ्लोर पर फ्लैट संख्या V-206 क्षेत्रफल 1075 वर्ग फीट को क्रय करने हेतु प्रार्थी तथा आम्रपाली सिलीकॉन सिटी प्रा0 लि0 के बीच एग्रीमेन्ट दिनांक 17-10-12 को निष्पादित हुआ जिसमें उक्त फ्लैट की कीमत 45,55,625/-रुपये निश्चित हुई। उक्त फ्लैट को क्रय करने हेतु तथा उक्त फ्लैट को क्रय करने हेतु अपने पिताजी से 14 लाख रुपये गिफ्ट के रूप में लेने हेतु मेरे अनुरोध पत्र पर माननीय न्यायालय द्वारा श्रीमान डिप्टी रजिस्ट्रार के पत्रांक संख्या 18871/IV-3238/एडमिन् (A)/दिनांकित 21-12-12 द्वारा स्वीकृति प्रदान की गई। विक्रेता द्वारा यह आश्वासन दिया गया था कि फ्लैट का निर्माण वर्ष 2013 तक पूर्ण हो जायेगा, किन्तु दुर्भाग्यपूर्ण परिस्थिति में उक्त फ्लैट नं0 V-206 में गंभीर संरचनात्मक त्रुटि के कारण उक्त फ्लैट का निर्माण समयावधि के अन्दर नहीं हो पाया। मेरे द्वारा फ्लैट में संरचनात्मक त्रुटि स्वीकार्य नहीं होने की स्थिति में द्वितीय तल के ठीक ऊपर या नीचे के तल पर किसी भी अन्य फ्लैट की अनुपलब्धता विक्रेता द्वारा जाहिर की गयी तथा विक्रेता द्वारा मुझे यह सूचित किया गया कि उनके पास उस प्रोजेक्ट में सिर्फ आठवें तल पर टावर W में एक फ्लैट W-805 क्षेत्रफल 1835 वर्ग फीट ही उपलब्ध है, जो समान मूल्य 45,55,625/-रुपये पर मुझे आवंटित किया जा सकता है। साथ ही विक्रेता द्वारा यह भी सूचित किया गया कि फ्लैट संख्या W-805 के निर्माण में अभी लगभग 2 वर्ष का और अतिरिक्त समय लगने की संभावना है। यद्यपि पूर्व में मैं अपने माता-पिता की सहूलियत की वजह से ही द्वितीय तल पर फ्लैट सं. V-206 क्रय करने हेतु सहमत

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So Adm H/A

DR (m)  
24-7-14

Ms. Mumukshu  
30-7-14

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हुआ था, परन्तु विक्रेता द्वारा यह सूचित करने पर कि उक्त फ्लैट में संरचनात्मक त्रुटि के कारण उसका निर्माण पूर्ण होने में लगने वाला समय अनिश्चित है, मेरे द्वारा आठवें तल पर स्थित फ्लैट संख्या W-805 को क़य करने हेतु सहमत होने का ही विकल्प था। विक्रेता तथा प्रार्थी के बीच उक्त के सम्बन्ध में पत्राचार से सम्बन्धित पत्रों की प्रति आवेदन पत्र के साथ संलग्नित है। उपरोक्त परिस्थिति में दिनांक 23-6-14 को आम्रपाली सिलीकॉन सिटी प्रा0लि0 से पूर्व के फ्लैट संख्या V-206 के स्थान पर फ्लैट संख्या W-805 क्षेत्रफल 1835 वर्ग फीट को क़य करने के सम्बन्ध में मेरे द्वारा एग्रीमेन्ट निष्पादित किया गया। उक्त फ्लैट को क़य करने हेतु माननीय न्यायालय की अनुमति की आवश्यकता है। इस सम्बन्ध में विदुवार विवरण निम्न प्रकार है:-

- 1-सेवा में कार्यभार ग्रहण करने की तिथि- दिनांक 19-06-2006
- 2-वर्तमान वेतन व कटौती के बाद प्राप्त वेतन। वर्तमान वेतन 91380/-रूपये है, जिसमें कटौती के बाद 80980/-रूपये प्राप्त होता है।
- 3-पूर्व में 10,000/रू0की कीमत से अधिक कीचल सम्पत्ति एवं अचल सम्पत्ति खरीदने के सम्बन्ध में पूर्ण विवरण क़य की तिथि खर्च की गयी धनराशि आदि:-  
सेवा में आने के बाद मेरे द्वारा आल्टो एल. एक्स.आई.कार(मूल्य296270रू0)दि.28.2.07 को खरीदा गया है जिसके लिये 252000 रू0 कार ऋण एस.बी.आई. बलिया सिटी से लिया गया था तथा शेष राशि का भुगतान वेतन से प्राप्त आय से किया गया था। उक्त ऋण का पूर्ण भुगतान वेतन से प्राप्त आय से कर दिया गया है। सेवा में आने के बाद मेरे द्वारा 10000रू. की कीमत से अधिक की अन्य कोई चल सम्पत्ति या अचल सम्पत्ति नहीं खरीदी गयी है।
- 4- क्या कोई अग्रिम ऋण माननीय उच्च न्यायालय से प्राप्त किया गया है? इसकी धनराशि तथा ऋण वापस किये जाने की रीति व ऐसे किशतों की संख्या- माननीय उच्च न्यायालय से कोई ऋण नहीं लिया गया है।
- 5- क्या कोई ऋण बैंक आदि से लिया गया है, तो उसके खाते का नम्बर भुगतान किये जाने की रीति कटौती की अवधि व किशतों की धनराशि- कार खरीदने हेतु एस.बी.आई.बलिया सिटी से 252000रू0 ऋण लिया गया था जिसका पूर्ण भुगतान कर दिया गया है कार ऋण खाता सं0-301337522300

फ्लैट नं० V-206 को कय करने हेतु बैंक आफ बड़ौदा गीता प्रेस शाखा गोरखपुर से 19 लाख रुपये का ऋण स्वीकृत कराया गया है, जिसका भुगतान कुल 264 किश्तों में होना है। उक्त रकम में से अभी तक बैंक द्वारा सात लाख रुपये का ऋण प्रदान किया गया है तथा बारह लाख रुपये का ऋण प्रदान किया जाना शेष है। उक्त ऋण का पुनर्भुगतान मेरे द्वारा गीता प्रेस शाखा गोरखपुर स्थित बैंक आफ बड़ौदा के मेरे बचत खाता सं०-18920100010176 से प्रतिमाह 18652/-रुपये की किश्त के रूप में किया जा रहा है।

6-पुरानी कार खरीदने के सम्बन्ध में सूचना लागू नहीं

7-सम्पत्ति का विवरण भूखण्ड क्षेत्र, पता जिला आदि-

फ्लैट यूनिट नं० W-805 आम्रपाली सिलीकॉन सिटी, ग्रुप हाउसिंग प्लॉट नं०-जी० एच०-०१/ए.सेक्टर-७६नोएडा जिला - गौतमबुद्धनगर। कय किये जा रहे फ्लैट में ३ बेडरूम तथा एक स्टडी रूम एवं कार पार्किंग है तथा फ्लैट का क्षेत्रफल १८३५ वर्ग फीट है।

8-डीलर/विक्रेता का नाम व पूरा पता-

आम्रपाली सिलीकॉन सिटी प्राइवेट लिमिटेड राजिस्टर्ड आफिस-३०७ थर्ड फ्लोर निपुन टावर, प्लॉट नं०-१५ कम्युनिटी सेंटर कड-कडडूमा, दिल्ली ११००९२

9- क्या डीलर नियमित और प्रतिष्ठित है-

विक्रेता नियमित तथा प्रतिष्ठित है।

10- क्या न्यायिक अधिकारी विक्रेता से किसी प्रकार से सम्बन्धित है और क्या उसके विरुद्ध कोई केस लम्बित है अथवा न्यायिक

जी नहीं, विक्रेता मुझसे किसी प्रकार से सम्बन्धित नहीं है। कोई वाद पूर्व में या वर्तमान में मेरे न्यायालय में न तो लम्बित

अधिकारी द्वारा निर्णीत किया गया है।

है तथा न लम्बित रहा है और न ही निर्णीत हुआ है।

11- भुगतान के स्रोत का विवरण:-

क्रय किये जाने वाले फ्लैट का निर्माण आम्रपाली सिलीकॉन सिटी प्रा० लि० द्वारा किया जा रहा है तथा उक्त फ्लैट का कुल मूल्य 45,55,625/-रूपये है। पूर्व में मेरे द्वारा आम्रपाली सिलीकॉन सिटी के फ्लैट नं० V-206 सैक्टर 76 नौएडा को क्रय करने हेतु तथा अपने पिताजी से 14 लाख रूपये गिफ्ट के रूप में लेने हेतु माननीय न्यायालय की अनुमति प्राप्त की गई थी तथा उक्त फ्लैट को क्रय करने हेतु अपने पिताजी से जरिये चैक संख्या 596303 स्टेट बैंक आफ इण्डिया शीतलपुर शाखा ईस्ट चम्पारण दिनांकित 19-1-13 पाँच लाख रूपये, चैक संख्या 596304 स्टेट बैंक आफ इण्डिया शीतलपुर शाखा पूर्वी चम्पारण दिनांकित 19-1-13 पाँच लाख रूपया, चैक संख्या 820892 स्टेट बैंक ऑफ इण्डिया बारा चकिया पूर्वी चम्पारण दिनांकित 19-1-13 चार लाख रूपये मेरे गोरखपुर सिविल कोर्ट स्थित आन्धा बैंक के खाता संख्या 147510100022249 में प्राप्त किया गया है। मेरे द्वारा उक्त फ्लैट को क्रय करने हेतु बैंक आफ बड़ौदा गीता प्रेस शाखा गोरखपुर से 19 लाख रूपये का आवासीय ऋण भी स्वीकृत कराया गया है, जिसका 22 वर्षों में मेरे द्वारा पुनर्भुगतान किया जाना है। मेरे द्वारा उक्त फ्लैट को क्रय करने हेतु आन्धा बैंक सिविल कोर्ट गोरखपुर स्थित अपने बचत खाता संख्या 147510100022249 से जरिये चैक संख्या 502434 दिनांकित 17-10-12, 705,000/-रूपये, जरिये चैक संख्या 502437 दिनांकित 29-12-12 पाँच लाख रूपये तथा जरिये चैक संख्या 272983 दिनांकित 18-5-13 डेढ़ लाख रूपये विक्रेता को अदा किया गया है। पिताजी द्वारा गिफ्ट के रूप में प्राप्त मुबलिक 14 लाख रूपये मेरे आन्धा बैंक गोरखपुर के खाता से जरिये चैक संख्या 272977 दिनांकित 28-1-13 सात लाख रूपये तथा जरिये चैक संख्या 272976 दिनांकित 28-1-13 सात लाख रूपये विक्रेता को अदा किया गया है। बैंक आफ बड़ौदा से आवासीय ऋण के रूप में अनुमोदित उन्नीस लाख रूपये में दो लाख रूपये जरिये ड्राफ्ट संख्या 561837 दिनांकित 1-5-13 तथा पाँच लाख रूपये जरिये ड्राफ्ट संख्या 561949 दिनांकित 14-9-13 विक्रेता को अदा किया गया है। इस प्रकार मेरे द्वारा वेतन आय से प्राप्त बचत तथा पिताजी से गिफ्ट के रूप में प्राप्त रकम तथा बैंक से प्राप्त आवासीय ऋण को मिलाकर आम्रपाली सिलीकॉन सिटी प्रा० लि० को सर्विस टैक्स के साथ कुल 34,55,000/-रूपये का भुगतान किया जा चुका है। विक्रेता द्वारा फ्लैट बायर एग्रीमेन्ट दिनांकित 23-6-14 में पूर्व में फ्लैट संख्या V-206 के लिए किये गये कुल भुगतान को वर्तमान फ्लैट संख्या W-805 के भुगतान में समायोजित किया गया है। मेरे द्वारा बैंक आफ बड़ौदा गीता प्रेस शाखा गोरखपुर से अनुमोदित आवासीय ऋण उन्नीस लाख रूपये को वर्तमान फ्लैट संख्या W-805 पर ट्रान्सफर करने हेतु सम्बन्धित बैंक को पत्र लिखा जा चुका है। अभी आम्रपाली सिलीकॉन सिटी प्रा.लि. को 1204186/-रूपये तथा सर्विस टैक्स का भुगतान किया जाना है। उक्त भुगतान आवासीय ऋण तथा वेतन

आय की बचत से करना है। फ्लैट का निर्माण पूर्ण होने में अभी दो वर्ष और लगने की संभावना है। फ्लैट को क्रय करने में लगने वाला निबन्धन शुल्क, स्टाम्प शुल्क तथा अन्य शुल्क का भुगतान वेतन आय की बचत से करना है।

अतः ससम्मान निवेदन है कि प्रार्थी की परिस्थिति पर सहानुभूति पूर्वक विचार करते हुए फ्लैट संख्या V-206 के स्थान पर फ्लैट संख्या W-805 को विक्रेता से क्रय करने हेतु अनुमति प्रदान करने हेतु प्रार्थनापत्र माननीय न्यायालय के समक्ष प्रस्तुत करने की कृपा करें।

सादर!

दि०: 10.07.14

भवदीय

(नीरज गौतम)

ए०सी०जे०एम० तृतीय

गौतमबुद्धनगर।

संलग्नक:-

- 1- पत्र दिनांकित 10-3-14 की स्वप्रमाणित छाया प्रति।
- 2- आम्रपाली सिलीकॉन सिटी प्रा० लि० के पत्र दिनांकित 27-3-14 की स्वप्रमाणित छाया प्रति।
- 3- पत्र दिनांकित 2-4-14 की स्वप्रमाणित छाया प्रति।
- 4- आम्रपाली सिलीकॉन सिटी के पत्र दिनांकित 31-5-14 की स्वप्रमाणित छाया प्रति।
- 5- अलाटमेन्ट लैटर की स्वप्रमाणित छाया प्रति।
- 6- फ्लैट बायर एग्रीमेन्ट की स्वप्रमाणित छाया प्रति।
- 7- आन्ध्रा बैंक शाखा कचहरी गोरखपुर के बचत खाता संख्या-147510100022249 की स्वप्रमाणित छाया प्रति।
- 8- बैंक ऑफ बड़ौदा गीता प्रेस रोड गोरखपुर के बचत खाता संख्या-18920100010176 की स्वप्रमाणित छाया प्रति।
- 9- आम्रपाली सिलीकॉन सिटी प्रा० लि० द्वारा भुगतान के सम्बन्ध में दी गई रसीद की स्वप्रमाणित छाया प्रति।
- 10- उन्नीस लाख रुपये आवासीय ऋण के रूप में अनुमोदित करने के सम्बन्ध में बैंक आफ बड़ौदा द्वारा जारी पत्र की स्वप्रमाणित प्रति।
- 11- पूर्व एग्रीमेंट की स्वप्रमाणित छाया प्रति।
- 12- प्रार्थनापत्र दि० 9-11-12 की स्वप्रमाणित छाया प्रति।
- 13- श्रीमान डिप्टी रजिस्ट्रार के पत्र दिनांक 21.12.12 की स्वप्रमाणित छाया प्रति।

Endorsement No. 1566/xi. 10-7-14

Forwarded to

श्रीमान महानिबन्धक  
माननीय उच्च न्यायालय इलाहाबाद

10-7-14  
D/ District Judge  
Bansgaon Buhd Nagar  
10-7-14

अलजक 1

Request- 98

To, Marketing Department,  
Amrapali Group, Noida

Sir,

Vide agreement dated 17.10.2012 you agreed to sell a flat bearing number V-206 in your project namely Amrapali Silicon City being constructed at Sector - 76, NOIDA, (U.P.). This flat was located on the Second floor of tower named as Tower "V". At the time of allotment it was indicated that the proposed project would be completed within a period of one year from the date of agreement. I have already made payment in tune of Rs.34,55,000=00 (Rupees Thirty four lacs Fifty five thousand only) towards the purchase of the said flat bearing number V-206, Amrapali Silicon City, Sector -76, Noida, (U.P.).


After expiry of about six months from the proposed date of delivery, on 9.03.2014, I personally visited the project site to know about the exact status of the ongoing construction work. To my surprise I found that the construction work is going in full swing except the said flat i.e. the flat allotted to me. The surprise element was that the construction work of the said allotted flat appears to have been suspended/stopped while the construction work of the other flats in the proposed tower is going on in full pace. I am surprised to notice all this. Please clarify me about the ongoing construction specially regarding the construction & completion of my flat. Please clarify the reasons for which the construction has been stalled. I am really curious to know about the exact reasons behind the suspension of construction work in my flat.

Thanking you.

Date : 10.03.2014

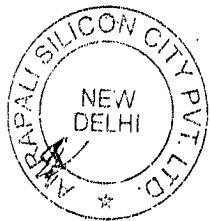
Place : NOIDA

Yours' Sincerely



(Niraj Gautam)

Address:- B-142,  
Sector -71, Noida, (U.P.)



Self Attn  
Niraj  
10.3.14



**AMRAPALI GROUP**

To,  
Mr. Nizaj Aantari  
B-142, Sector 71,  
Noida, U.P.

Request-98

(1st) of 2



27.03.2014

Subject - V-206, Second Floor, Amrapali Silicon City, Sector-76, Noida (U.P.)

Dear Sir,

We are already appraised of the situation faced by you. We really regret the stoppage & non-completion of your flat bearing number V-206, at our ongoing project Amrapali Silicon City in Sector - 76, NOIDA. We really do feel sorry that the construction activity in the particular flat is not being carried on along with the other apartments on the second floor of tower, named as Tower "V". You may appreciate the reasons behind the suspension/stoppage of construction activity in your flat.

The construction activity in your flat has been kept in suspension because of some technical reasons. Because of some structural defect in your flat the construction activity has been stopped. We are working on the same and hope to overcome the issues within a reasonable time period. We apprehend that your flat has some material defect in relation to the laying of sewer pipelines, which has resulted in leakage/seepage of water from the underground/covered pipelines. We have engaged the service of expert technicians to rectify the same. They are working on correcting the defect in laying of the damaged sewer pipelines of the bath rooms and the kitchen. We hope to rectify these defects within a reasonable timeframe. However, we do apologize for not completing and handing over the possession of the proposed flat alongwith the other apartment in the tower. We are working hard to remove and replace the faulty & damaged leaking pipes without disturbing the main structure of the flat. In fact some more time is required to cure the defect without causing any material damage to the main structure of the flat especially roof & floor part. We are putting in our best effort and have appointed best of the engineers and technicians to correct this defect without disturbing and/or causing any damage to the structural strength of the flat. You may appreciate the fact that problem like this occurs rarely to any construction and therefore we need proper time to rectify it with full efficiency.

We know our responsibilities and respect our commitments made to our valuable customers. We are a reputed name in this industry and will thrive hard to maintain & protect our brand image. We assure you that the problem will be rectified in possibly the best professional manner to your complete satisfaction. However, we sincerely apologize for not honouring our commitment towards handing over the possession of the said flat along with other co-owners in the Tower "V".

Thanking you.

Yours' Sincerely

(*[Signature]*)

For and on the behalf



**AMRAPALI SILICON CITY PVT. LTD.**

Site Office: GH-01, Sector 76, Noida,  
Corporate Office: C-56/40, Sector-62, Noida. Ph.: 0120-4055555  
Fax: 0120-4233556 ♦ E-mail: mkt@amrapali.in ♦ Website: www.amrapali.in

Self Atty  
Nizaj  
10.7.14



पिन 2013

To, Marketing Department  
Amrapali Condo, Noida

Request - 98

Sir,

I am in receipt of your letter dated 27.03.2014. I have come to know about the correct factual status only after my visit to the site of construction. I have invested almost the entire savings of my life towards purchase of this flat. All my hard-earned savings has been invested for purchase of this residential flat. Fortunately, I am saved by my personal visit to the project site for inspection of the ongoing construction work. I had booked this flat for residential purposes as my job is transferrable and I wanted to station my family here only for proper education of my child. The other foremost part was the height of the floor i.e. floor number chosen for this apartment. The second floor is easy and convenient for my aging parents.

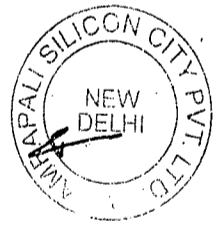
Any structural defect in the flat is not acceptable to me. Now I am not interested in inhabiting a flat/apartment/building with any structural defect. I request you to allot some other flat on the same floor or preferably on the floor just below the allotted flat. In case you wish to substitute my the flat with another one you may also have to take the additional responsibility of helping me in getting proper and necessary approval from the lending bank. I again request you to address these issues at the earliest.

Thanking you.

Yours faithfully

Date-2-04-2014  
Place- Noida

(Niraj Gautam)  
Address:- B-142, Sector -71,  
Noida, (U.P.)



Self Attn  
Niraj  
10-7-14

Request-98

6/2/15 4



To,  
Mr. Nitraj Gaudan  
B-142, Sector-71,  
Noida, U.P.

Date - 31.05.2014

Subject - V-206, Second Floor, Amrapali Silicon City, Sector-76, Noida (U.P.)

Sir,

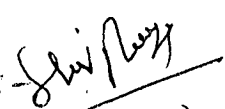
We once again express our sincere apology with regard to the difficulty faced by you. In case we had any flat just above or below your flat we could have easily accommodated/adjusted you by accepting your proposal. At present we do not have any other flat below or above your flat. Since the problem is rare & unique we cannot assure you about the timing of its rectification. We appreciate the problems faced by you. At the same time we also do not want to lose a valuable and precious customer like you.

We have one of the flat available with us, which may cater to your needs and requirements. However, it is on the eighth floor of the building in tower "W" in the same project i.e. W-805, Eighth Floor, Amrapali Silicon City, Sector - 76, NOIDA, (U.P.), which is not a convenient height for you to shift in. We regret that we have no other flat available as per your requirement and desire. However, you would appreciate that the area is more than that of your allotted flat, which is 1835 square foot. Another issue is that the possession of this flat will be handed over only after the period of two years. This is the only offer that we can make to honor our commitment and retain a valuable customer like you.

With hope that you may accept the offer to close these issues finally and forever. We also assure you that live in extend all possible help in completing the necessary formalities regarding the modification and amendment's in the documents required for lender bank. You will not be charged anything extra for all these. In case this offer is acceptable please indicate your acceptance so that the necessary formalities may be completed shortly.

Thanking you.

Yours Sincerely

  
( )  
For & on behalf of  
AMRAPALI GROUP

Self Atty  
Nitraj  
10-7-14



**AMRAPALI SILICON CITY PVT. LTD.**

Site Office : GH-01, Sector 76, Noida,  
Corporate Office : C-56/40, Sector-62, Noida. Ph.: 0120-4055555  
Fax: 0120-4233556 | E-mail: mkt@amrapali.in | Website: www.amrapali.in

Request-98

1010755



**AMRAPALI  
GROUP**

Date : - 23/06/2014

To,  
Mr. Niraj Gautam

**Sub: Change of Unit in "Amrapali Silicon City", from size 1075 sq. ft. to 1835 sq.ft.**

Madam/Sir,

Please take reference to your request with respect to abovementioned subject. In acceptance to your request we hereby agree to allot you new Flat Number W-805 with 1835 sq. ft. size subject to return of all the original documents which include Allotment Letter, Flat Buyer Agreement, Payment Receipts, TPA & PTM etc. pertaining to old Flat issued earlier in your favour submitted with **Bank of Baroda** for availing housing finance so that to enable us to execute fresh documents in respect of newly allotted Flat Number in your favour.

Details of flats are as follows:

Sr. no.	Details	Old Flat	New Flat
1.	Flat number	206	805
2.	Project Name	Amrapali Silicon City	Amrapali Silicon City
3.	Tower	V	W
4.	Area (Sq. Ft.)	1075	1835

Please return us a duly signed copy of this letter as a token of acceptance of above mentioned terms by you.

Thanking You,

For M/s Amrapali Silicon City Pvt. Ltd.

Authorized Signatory

Self Attent  
Niraj



**AMRAPALI SILICON CITY PVT. LTD.**

Site Office : GH-01, Sector 76, Noida,  
Corporate Office : C-56/40, Sector-62, Noida. Ph. : 0120-4055555  
Fax : 0120-4233556 • E-mail : mkt@amrapali.in • Website : www.amrapali.in

Request - 98

11/07/14 6/

Amrapali  
**SILICON CITY**  
Sector-76, Noida

2, 3, 4 Bedrooms Apartments

**AMRAPALI**  
GROUP  
An ISO 9001:2000 Company  
Developing India

**AMRAPALI**  
**GROUP**

just  
find  
the  
**WONDER**  
**LAND**  
OF YOUR OWN...



**AGREEMENT**

Project Name : AMRAPALI SILICON CITY

Buyer Name : NIKAJ GAUTAM

Unit No. : W-805

Self Attest  
Ninby  
10-7-14

File No 6/2

Request-98



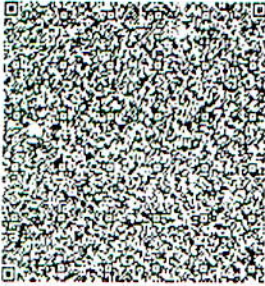
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL51783797973928M  
Certificate Issued Date : 01-May-2014 05:37 PM  
Account Reference : IMPACC (IV)/ dl740403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL74040399585786982697M  
Purchased by : AMRAPALI SILICON CITY PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : KAR KAR DOOMA DELHI-92  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : AMRAPALI SILICON CITY PVT LTD  
Second Party : NA  
Stamp Duty Paid By : AMRAPALI SILICON CITY PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line.....

This Stamp Paper is Part of "Allotment Cum Flat Buyer Agreement" For  
Unit No. "W-805"

Allottee/s

*Nirankar*

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com" Any discrepancy in the details on this Certificate and available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

*Self Allot  
Nirankar  
10-7-14*

Handed 6/3

Request - 98



**AMRAPALI  
GROUP**

## ALLOTMENT CUM FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Delhi on this Date: 23/06/2014.

### BETWEEN

M/s. **AMRAPALI SILICON CITY PRIVATE LTD.**, a Company duly constituted and registered under Companies Act, 1956, having its registered office at 307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092 and corporate office at C-56/40, SEC.-62, NOIDA, U.P. hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory Mr. *Rajesh Malhotra* duly authorized by board resolution of the ONE PART;

AND

### I. FOR INDIVIDUALS/JOINT PURCHASERS

- a. **Mr. NIRAJ GAUTAM**  
S/O DR. PRAMOD KUMAR SINGH  
Resident of B-142, SECTOR-71, NOIDA,  
U.P.

Allottee/s *Niraj Gautam*

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

AUTHORISED SIGNATORY

(1/16)

*Self Atty  
Niraj  
10-7-14*

Request- 98

दिनांक 6/4



**AMRAPALI GROUP**

PAN No. ALTPG8304R

b. N/A

(\*To be filled In case of joint purchasers)

(hereinafter singly/ jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the OTHER PART.

**II. FOR COMPANIES**

\*\* M/s. N/A a Company registered under the Companies Act.1956, having its registered office at N/A through its duly authorized signatory N/A authorized by Board Resolution dated N/A (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

**III. FOR PARTNERSHIP FIRMS**

\*\*M/s. N/A , A partnership firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. N/A (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Agreement.

**DEVELOPER'S REPRESENTATIONS:**

- A. WHEREAS M/s. **AMRAPALI SILICON CITY PRIVATE LTD.** has acquired right, title and interest in Group Housing Plot No. GH-01/A, SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.) measuring 176758.7 Sq. Mtrs., from New Okhla Industrial Development Authority (NOIDA) vide Lease deed bearing No. 3234 Volume No. 2021 Registered on 31/07/2010 and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sublease the flats with parking space in the Group Housing Complex.
- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "**AMRAPALI SILICON CITY**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

**ALLOTTEE'S REPRESENTATIONS:**

- A. AND WHEREAS the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**AMRAPALI SILICON CITY**" and is satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details and terms and conditions of the Lease Deed executed by New Okhla Industrial Development Authority. The Allottee has confirmed that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

**AND WHEREAS** the Developer and the allottee relying on the confirmations, representations and

Allottee/s *Niraj Kumar*

For AMRAPALI SILICON CITY PVT. LTD.  
*[Signature]*  
Developer

AUTHORISED SIGNATORY

*Self Atty  
D. Indu  
16-7-11*

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**AMRAPALI GROUP**

assurances of each other and to faithfully abide by all the terms, conditions, obligations and responsibilities contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**AND WHEREAS** the allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are given as under:

**UNIT DETAILS**

Unit No:- W-805

Type -: 3B+4T+S (1835)\*\*

Super Area -: 1835.00SQ.FT. Covered car parking(No s) 1

Floor -:8th

Tower/Block:-W

Basic Sale Price ("BSP")(A)Rs. 39,56,000/-

**OTHER CHARGES**

1	Covered car parking(No s)	0
2	Power Back-UP(1KVA)	15,000
3	Maintenance Deposit	36,700
4	External Electrification Charges	73,400
5	Fire Fighting Charges	73,400
6	Club Membership	75,000
7	Other Charge (Retail)	1,51,800
8	Lease Rent	1,74,325

Total Other Charges (B): Rs. 5,99,625/-

Total Cost of the Flat/Unit (A+B): Rs. 45,55,625/-

**Booking Amount**

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount	Service Tax	Total Amount
1	26617	17/10/2012	Cheque	502434	17/10/2012	6,83,868	21,132	7,05,000
2	28021	29/12/2012	Cheque	502437	29/12/2012	4,85,013	14,987	5,00,000
3	28953	17/02/2013	Cheque	272976	28/01/2013	6,79,018	20,982	7,00,000
4	28954	17/02/2013	Cheque	272977	28/01/2013	6,79,018	20,982	7,00,000
5	30247	18/05/2013	Draft	561837	01/05/2013	1,94,005	5,995	2,00,000
6	30248	18/05/2013	Cheque	272983	18/05/2013	1,45,504	4,496	1,50,000
7	32119	04/10/2013	Draft	561949	14/09/2013	4,85,013	14,987	5,00,000

Total Paid Amount : Rs. 33,51,439/-

Balance Amount : Rs. 0 12,04,186/-

Allottee/s *Nivedha*

For AMRAPALI SILICON CITY PVT. LTD.  
Developer

AUTHORISED SIGNATORY

*Sell Attack  
Nivedha  
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**PAYMENT PLAN:**

(As per Annexure A)

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. That the Developer hereby agrees to sublease/transfer the Flat and the Allottee hereby agrees to take the Flat on sublease as described in this Agreement in the said Complex as per the plans and specifications indicated in the **Annexure B & C** and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the Flat.
2. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin, generator area etc., if provided.
4. That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat / Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on sale of the flat shall be paid by the Allottee.
5. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of  $\pm 3\%$ , there

Allottee/s

*Nivedha*

For AMRAPALI SILICON CITY PVT. LTD.

Developer  
AUTHORISED SIGNATURE

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*10-11-15*

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**AMRAPALI GROUP**

shall be no adjustment in the price of the flat. However in case the variation in area is more than  $\pm 3\%$ , the Allottee shall pay for the increased area (beyond of 3%) at the booking rate. In case of decrease of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost of the flat (beyond of 3%), shall be refunded/adjusted (as the case may be) by the Developer to the Allottee along with interest @ 6 % p.a. from the date of receipt of the full amount till the date of refund. The allottee in case where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an event the Allottee shall be entitled to refund of his money without interest or any damages.

- 6. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rate basis.
- 7. That the Developer shall be responsible for providing internal development within the Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the Complex.
- 8. That the developer may carry development/construction of the Complex in phases outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the-allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.
- 9. That the Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the New Okhla Industrial Development Authority to cancel the sublease. In case of cancellation of sublease deed by the New Okhla Industrial Development Authority, the Developer shall not refund the money paid to it by the allottee.
- 10. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the instalments, whenever the payment is connected with the construction stage. The Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from

Allottee/s

Handwritten signature of Allottee

For AMRAPALI SILICON CITY PVT. LTD.

Developer

AUTHORISED SIGNATURE

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**AMRAPALI GROUP**

time to time without any reminders from the Developer through A/c Payee Cheque(s), Demand Draft (s) in favour of "M/s AMRAPALI SILICON CITY PRIVATE LTD." payable at Delhi/Noida.

- 11. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for one month delay and at 24% p.a. interest up to next two months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delayed payment within 30 days of cancellation. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period.
- 12. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate this agreement and forfeit the earnest money together with any interest on delayed installments/ payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled.
- 13. That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
- 14. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of execution of the sublease deed and handing over of possession, the flat shall be free from all encumbrance and charges.
- 15. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Developer shall continue to have full authority over the flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the flat.
- 16. That transfer/substitution of the allottee in the agreement shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. In case of assignment, the assignee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/substitutions or deletion, shall be borne by the Allottee

Allottee/s *Nirbhawani*

For AMRAPALI SILICON CITY PVT. LTD.  
*[Signature]*  
Developer  
AUTHORISED SIGNATORY

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Nirbhawani  
10/7/14*

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**AMRAPALI GROUP**

or the assignee only.

- 17. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants/allottees. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.
- 18. That the reserved/covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not to sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.
- 19. (a) That the Developer shall complete the development/construction of the Flat within 36 months from the date of starting of excavation/signing of agreement which may vary for  $\pm 6$  months. The completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure condition and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the flat to the Allottee.
- (b) That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of flat from the Developer by executing sublease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after sublease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the flat or for any reason whatsoever. If the Allottee fails to take over the Flat as afore within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.
- (c) In case of delay in construction of the Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 10./- (Rs. Ten only) per sq. ft. of super area per month for the delayed period, Compensation for delayed possession of flat shall be adjusted at the time of full and final payment of flat.

Allottee/s *Nirav Banker*

(7/16)

FOR AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer  
*Sell Akhyal*  
*Nirav*  
*10-7-19*

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(d) That the Allottee shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.

20. The Allottee shall not make any additions or alterations in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible over the roof / terrace of the flat. The Allottee shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

21. That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the Complex. The Allottee hereby agrees not to object to any of such construction activities carried on the building/complex.

22. (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of taking of other measures to recover the same.

(b) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the IFMS to Association of flat owners at the time of handing over of maintenance to the Association of Flat Owners, after adjusting therefrom all outstanding maintenance charges against the flat.

(c) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency

Allottee/s *Nirav Khuntia*

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

*Sell Akshay*  
*Nirav*  
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**AMRAPALI GROUP**

or exigency, the Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.

(d) That the structure of the Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

- 23. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.
- 24. That the said Complex shall always be known as "Amrapali Silicon City" and this name shall never be changed by the Allottee or anybody else.
- 25. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
- 26. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
- 27. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.
- 28. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the

Allottee/s *Niranjan*

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

*Self Atty*  
*Niranjan*  
*10-7-14*

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**AMRAPALI GROUP**

complex, then the terms contained under the agreement shall apply to such distribution. The cost for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.

- 29. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
- 30. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the developer shall facilities the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
- 31. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
- 32. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 33. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
- 34. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost

Allottee/s *Nirav Khushi*

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer  
Self Atty  
Nirav  
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**AMRAPALI GROUP**

and expenses and to keep the Developer fully absolved and indemnified in this connection

35. All or any dispute arising out of or touching upon any term(s) of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi /New Delhi. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final &-binding on both parties. Subject to arbitration, the courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee.

IN WITNESSES WHEREOF WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

(i) FLAT ALLOTTEE. *Niraj Handu*

SIGNED, EXECUTED & DELIVERED BY  
M/s. Amrapali Silicon City Private Limited.

(ii) FLAT ALLOTTEE. *Niraj Handu*

*[Signature]*  
(Authorised Signatory)  
For AMRAPALI SILICON CITY PVT. LTD.

WITNESSES:

1. Name: ~~AA~~  
Address: AJAY KR. VPADRIYAY  
21-C, Neelkanth Apartment  
I.P. Extn, Patparganj, N. Delhi-92

2. Name: ~~Amul Saxena~~  
Address: ~~MIG-659, Anand-Kirti~~  
~~Chandigarh~~

Allottee/s *Niraj Handu*

For/ *[Signature]* AMRAPALI SILICON CITY PVT. LTD.  
Developer  
AUTHORISED SIGNATORY

*Self Attest  
Niraj Handu  
10-7-14*

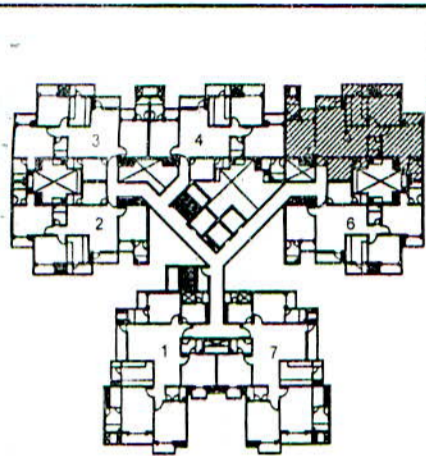


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**AMRAPALI GROUP**

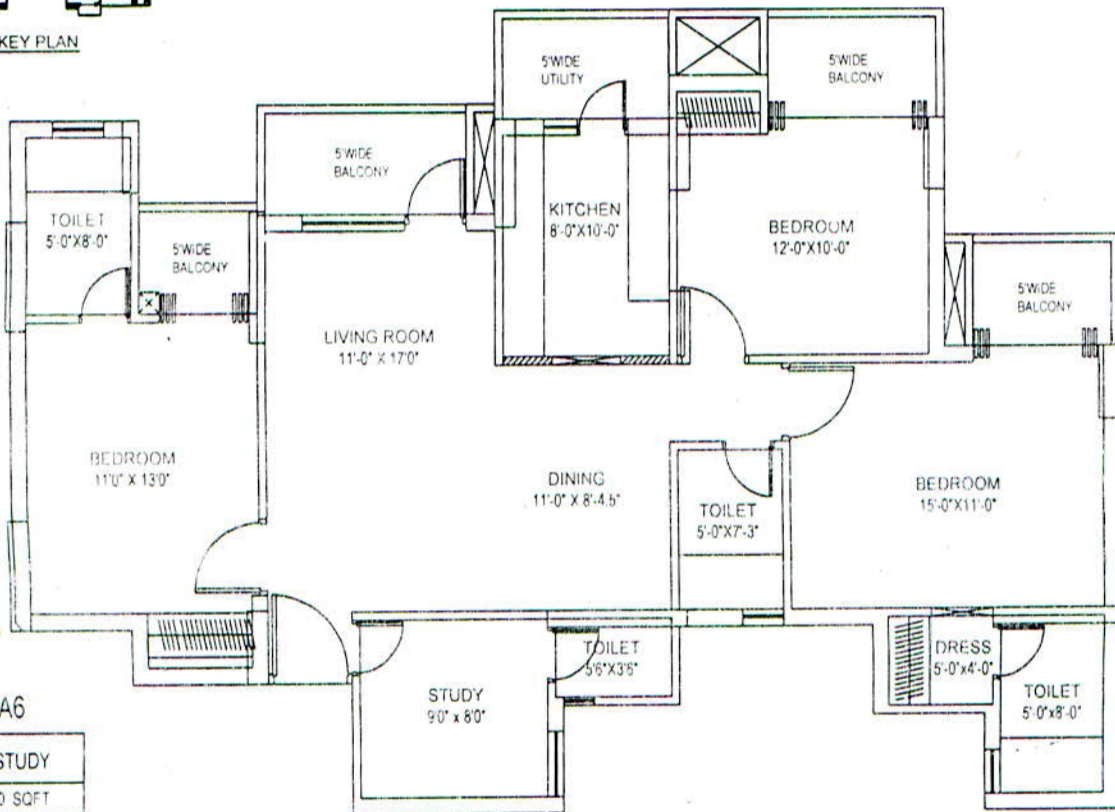


KEY PLAN

ANNEXURE

FLAT NO:

TOWER NO: W/A6



TOWER- W/A6

3 BED + 4 TOILET + STUDY

CARPET AREA = 1280 SQFT

BUILT UP AREA = 1450 SQFT

SALEABLE AREA = 1835 SQFT

ALLOTTEE

For AMRAPALI SILICON CITY PVT. LTD.

DEVELOPER

AUTHORIZED SIGNATORY

PROJECT :-

SILICON CITY AT SECTOR -76, NOIDA  
FOR "AMRAPALI GROUP"

ARCHITECT :-

VAIBHAV JAIN & ASSOCIATES  
195, RAM VIHAR DELHI - 110092  
e-mail - info@vajaa.co.in

Self Attest  
Noida  
10-7-14

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File No 5 6/15



Development Partner

**AMRAPALI GROUP**

UNIT NO.- W-805

ANNEXURE-C

<b>Specification for Amrapali Silicon City</b>				
1	<u>Living / Dining Room</u>	Floors	Vitrified Tiles	ISI Mark
		External door & Windows	UPVC	ISI Mark
		Fixture & Fitting	Modular switches	ISI Mark
		Walls	Plastic paint	ISI Mark
		Internal Doors	Hard wood frame door	
		Ceiling	Designer POP	
		<hr/>		
2	<u>Master Bedroom</u>	Floors	Wooden Laminated	
		External door & Windows	UPVC	
		Fixture & Fitting	Modular switches	ISI Mark
		Walls	Plastic paint	ISI Mark
		Internal Doors	Hard wood frame door	
		Ceiling	Designer POP	
<hr/>				
3	<u>Other Bedrooms</u>	Floors	Vitrified Tiles	ISI Mark
		External door & Windows	UPVC	ISI Mark
		Fixture & Fitting	Modular switches	ISI Mark
		Walls	Plastic paint	ISI Mark
		Internal Doors	Hard wood frame door	
		Ceiling	Designer POP	

Allottee/s *[Signature]*

AMRAPALI SILICON CITY PVT. LTD.  
*[Signature]*  
Developer

*Self A Helix*  
*Niraly*  
*10-7-14*

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Developing India

**AMRAPALI  
GROUP**

UNIT NO.- W-805

4	<u>Toilet (Master Bedroom)</u>	Floors	Anti Skid Vitrified/Ceramic Tiles	ISI Mark
		External door & Windows	UPVC	
		Fixture & Fitting	ISI fitting & Standard Fixture & Fitting for geyser water supply	FITTINGS: As per ISI Standard
		Walls	Designers Ceramic Tiles	ISI Mark
		Internal Doors	Hard wood frame door	
		Ceiling	Designer POP	
5	<u>Toilet (Other Bedrooms)</u>	Floors	Anti Skid Vitrified/Ceramic Tiles	ISI Mark
		External door & Windows	UPVC	
		Fixture & Fitting	ISI fitting & Standard Fixture & Fitting for geyser water supply	FITTINGS: As per ISI Standard
		Walls	Designer Ceramic Tiles	ISI Mark
		Internal Doors	Hard wood frame door	
		Ceiling	Designer POP	
6	<u>Kitchen</u>	Floors	Anti Skid Vitrified Tiles	ISI Mark
		External door & Windows	UPVC	
		Fixture & Fitting	R.O Unit Semi Modular Kitchen	
		Walls	Designer Ceramic Tiles	ISI Mark

Allottee/s

*Nirav Kumar*

For AMRAPALI SILICON CITY PVT. LTD.  
Developer

(14/16)

AUTHORISED SIGNATORY

*Self Attested  
Nirav Kumar  
10-7-14*

Request- 98

11/11/15 6/17



UNIT NO.- W-805



		<b>Internal Doors</b>	Hard wood frame door	
		<b>Utility</b>	Single sink with Drain board	Stainless Steel (ISI STANDARD)
7	<b>Balconies</b>	<b>Floors</b>	Ceramic Tiles floors	ISI Mark
		<b>Walls</b>	Permanent Finish	Textured Plaster
		<b>Ceiling</b>	Designer POP	
8	<b>Lift Lobbies/Corridor</b>	<b>Floors</b>	Combination of different colour of Marble/ Stone in pattern	
		<b>Walls</b>	Granite Tiles cladding	
		<b>Ceiling</b>	Designer POP	
9	<b>Main Entrance Lobby</b>	<b>Floors</b>	Combination of different colour of Granite/Glass.	
		<b>Walls</b>	Finishing with Paint	
10	<b>Exterior Finish</b>	<b>Floors</b>	Combination of Texture & permanent finish	
		<b>Doors &amp; Windows</b>	Fly mesh provision to all external windows.	

Allottee/s *Niranjana*

(15/16)

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer  
AUTHORISED SIGNATORY

*Self Allottee*  
*Niranjana*  
*10-7-14*

# ABHAYA GOLD

## Savings Bank

Cham No. I  
502434  
Cham II 502437

Offers

Rs.1,00,000.00

Accident Insurance Cover

हिंदुस्तान 7/1



Request-98

शाखा / Branch

1475 KACHERI  
CIVIL COURT PREMISES, CIVIL LINES  
GORAKHPUR

खातेधार का नाम /  
Name of A/c Holder  
MR NIRAJ GAUTAM

पता  
Address: ADDL CIVIL JUDGE (SENIOR DIVISION)  
COURT NO 13 CIVIL COURT GORAKHPUR  
GORAKHPUR.  
फोन नं.  
Phone No.

दिनांक  
Date  
Pin : 273001  
SELF :

# आंध्रा बैंक Andhra Bank

पास बुक PASS BOOK BrPh :0551-2201597



खाता संख्या /  
A/c No. ....  
147510100022249  
खंड क्र.

Vol No.  
Scheme Code: SB06P  
CUST.ID : 31925937

Joint: N.A.

प्रबंधक के हस्ताक्षर  
Manager's Signature

प्रधान कार्यालय : सैफाबाद, हैदराबाद - 500 004.  
Head Office : Saifabad, Hyderabad - 500 004.

Comp. No. 11302

MICR Code  
273011004

Self Atty  
Niraj  
Company

दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
28/12/2009	MIN BAL CHARGES: FROM		110.00		110.00Dr	
07/01/2010	SALARY			11897.00	11787.00Cr	
08/01/2010	MINIMUM BAL CHARGES			110.00	11897.00Cr	
12/01/2010	SELF	11000.00			897.00Cr	
04/02/2010	147510100022249: Int. Pd: 22-12			3.00	900.00Cr	
08/02/2010	BY INST 557390 : MICR		49626.00		50526.00Cr	
09/03/2010	BY INST 562806 : MICR	40000.00	18806.00		19326.00Cr	
12/03/2010	SELF 641142	15000.00			14332.00Cr	
(Date: 12-03-2010)	Clr Bal: Cr Rs. 14332.00		Avail Amt Cr Rs. 14332.00		Eff Bal: Cr Rs. 14332.00	)
29/03/2010	SELF 641143	13000.00			1332.00Cr	
(Date: 29-03-2010)	Clr Bal: Cr Rs. 1332.00		Avail Amt Cr Rs. 1332.00		Eff Bal: Cr Rs. 1332.00	)
31/03/2010	BY INST 568969 : MICR		24917.00		26249.00Cr	
08/04/2010	SELF 641144	25000.00			1249.00Cr	
05/04/2010	147510100022249: Int. Pd: 01-02		35.00		1284.00Cr	
06/04/2010	BY INST 571782 : MICR		6906.00		8193.00Cr	
10/04/2010	BY INST 570633 : MICR		32048.00		10223.00Cr	
10/04/2010	BY INST 569797 : MICR		3618.00		43895.00Cr	
17/04/2010	BY INST 574549 : MICR		38159.00		20236.00Cr	
20/04/2010	SELF 641145	15000.00			67025.00Cr	
(Date: 20-04-2010)	Clr Bal: Cr Rs. 67025.00		Avail Amt Cr Rs. 67025.00		Eff Bal: Cr Rs. 67025.00	)
06/05/2010	147510080000090 : BILL ID		13070.00		80095.00Cr	
06/05/2010	SELF 641146	40000.00			40095.00Cr	
(Date: 06-05-2010)	Clr Bal: Cr Rs. 40095.00		Avail Amt Cr Rs. 40095.00		Eff Bal: Cr Rs. 40095.00	)
25/05/2010	BY INST 581764 : MICR		41769.00		81864.00Cr	
29/05/2010	BY INST 582661 : MICR		1258.00		83102.00Cr	
31/05/2010	SELF 641146	30000.00			53102.00Cr	

CIN 5-15 7/2

Request-98

Self Absent  
Nikhil  
10-5-14

(Date:31-05-2010 Clr Bal: Cr Rs.53102.00 Avail AmtCr Rs.53102.00 Eff Bal:Cr Rs.53102.00 )

दिनांक DATE	विवरण PARTICULARS	चैक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
			2			
10/06/2010	BY INST 584842 : MICR		3816.00	91243.00Cr		
15/06/2010	BY INST 587338 : MICR		1154.00	92402.00Cr		
28/06/2010	SELF 641147	30000.00		62402.00Cr		
(Date:28-06-2010	Clr Bal: Cr Rs.62402.00		Avail AmtCr Rs.62402.00	Eff Bal:Cr Rs.62402.00		
15/07/2010	BY INST 588356 : MICR		55062.00	117464.00Cr		
29/07/2010	SELF 641149	60000.00		57464.00Cr		
19/08/2010	BY INST 595297 : MICR		55524.00	112988.00Cr		
31/08/2010	SELF 641150	50000.00		62988.00Cr		
13/09/2010	BY INST 601309 : MICR		58687.00	121675.00Cr		
01/10/2010	Int. Pd: 010410 to 300910		1303.00	122978.00Cr		
04/10/2010	SELF 856141	30000.00		92978.00Cr		
(Date:04-10-2010	Clr Bal: Cr Rs.92978.00		Avail AmtCr Rs.92978.00	Eff Bal:Cr Rs.92978.00		
11/10/2010	Inst608202 Clg STATE BANK		58687.00	151665.00Cr		
18/10/2010	SELF 856142	60000.00		91665.00Cr		
(Date:18-10-2010	Clr Bal: Cr Rs.91665.00		Avail AmtCr Rs.91665.00	Eff Bal:Cr Rs.91665.00		
02/11/2010	SELF 856143	50000.00		41665.00Cr		
(Date:02-11-2010	Clr Bal: Cr Rs.41665.00		Avail AmtCr Rs.41665.00	Eff Bal:Cr Rs.41665.00		
11/11/2010	SELF 856144	40000.00		1665.00Cr		
18/11/2010	Inst614758 Clg STATE BANK		40000.00	40000.00Cr		
18/11/2010	Inst615205 Clg STATE BANK		40000.00	40000.00Cr		
11/12/2010	Inst618202 Clg STATE BANK		40000.00	40000.00Cr		
16/12/2010	Inst619424 Clg STATE BANK		40000.00	40000.00Cr		
22/12/2010	SELF 856145	40000.00		40000.00Cr		
(Date:22-12-2010	Clr Bal: Cr Rs.40000.00		Avail AmtCr Rs.40000.00	Eff Bal:Cr Rs.40000.00		
14/01/2011	SELF 856146	15000.00		4951.00Cr		
15/01/2011	Inst627786 Clg STATE BANK		62763.00	102234.00Cr		

Handed 7/3

Request-98

Self A Henry  
Nimby  
10-7-14

दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
07/02/2011	SELF	85147	20000.00		82294.00Cr	
12/02/2011	Inst633322 Clg STATE BANK			42763.00	145057.00Cr	
18/02/2011	CASH	85148	15000.00		130057.00Cr	
28/02/2011	Inst632787 Clg STATE BANK			3662.00	133709.00Cr	
18/03/2011	SELF	85149	20000.00		113709.00Cr	
25/03/2011	Inst638298 Clg STATE BANK			26419.00	140128.00Cr	
02/04/2011	Inst642137 Clg STATE BANK			1191.00	141319.00Cr	
04/04/2011	Int. Pd: 1020to to 21111			1421.00	142980.00Cr	
06/04/2011	SELF	85150	20000.00		122980.00Cr	
(Date:06-04-2011	Clr Bal: Cr Rs. 22980.00		Avail AmtCr Rs. 122980.00		Eff Bal:Cr Rs. 122980.00 )	
15/04/2011	SELF	346176	10000.00		112980.00Cr	
15/04/2011	Inst643845 Clg STATE BANK			1111.00	114091.00Cr	
18/04/2011	Inst648075 Clg STATE BANK			66808.00	180899.00Cr	
29/04/2011	SELF	346177	20000.00		160899.00Cr	
07/05/2011	SELF	346178	60000.00		100899.00Cr	
11/05/2011	Inst653503 Clg STATE BANK			66808.00	167707.00Cr	
11/05/2011	POSTXN/11-05-2011		2258.00		165449.00Cr	
28/05/2011	SELF	346179	40000.00		125449.00Cr	
(Date:02-06-2011	Clr Bal: Cr Rs. 125449.00		Avail AmtCr Rs. 125449.00		Eff Bal:Cr Rs. 125449.00 )	
13/06/2011	NIRAJ G	346180	92000.00		33449.00Cr	
(Date:18-06-2011	Clr Bal: Cr Rs. 33449.00		Avail AmtCr Rs. 33449.00		Eff Bal:Cr Rs. 33449.00 )	
18/06/2011	SELF	346182	25000.00		8449.00Cr	
21/06/2011	Inst660336 Clg STATE BANK				317134.00Cr	
23/06/2011	IRCTC REF:11310938028			11.00	317123.00Cr	
23/06/2011	IRCTC REF:11310938028				319241.00Cr	
01/07/2011	Inst659964 Clg STATE BANK			65308.00	384549.00Cr	
01/07/2011	Inst660936 Clg STATE BANK			1293.00	385842.00Cr	
11/07/2011	Inst664275 Clg STATE BANK			66089.00	451931.00Cr	

10/07/14

Request 98

308685.00 Pay of  
Hon'ble Pandit  
2118.00 Comm

Self Attd  
Niraj  
10-7-14



दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
27/07/2011	SELF	346181	17000.00		434931.00Cr	
06/08/2011	Inst670165 Clg STATE BANK			66089.00	501020.00Cr	
(Date:10-08-2011	Clr Bal: Cr Rs.501020.00		Avail AmtCr Rs.501020.00	Eff Bal:Cr Rs.501020.00		
17/08/2011	SELF	346183	20000.00		481020.00Cr	
30/08/2011	SELF	346184	10000.00		471020.00Cr	
08/09/2011	Inst675990 Clg STATE BANK			68236.00	539256.00Cr	
13/09/2011	SELF	346185	20000.00		519256.00Cr	
23/09/2011	ATM Card Annual Charge		83.00		519173.00Cr	
01/10/2011	Int. Pd: 010411 to 300911			6239.00	525412.00Cr	
03/10/2011	SELF	346186	25000.00		500412.00Cr	
12/10/2011	Inst683607 Clg STATE BANK			68236.00	568648.00Cr	
24/10/2011	SELF	346187	130000.00		438648.00Cr	
31/10/2011	SELF	346188	5000.00		433648.00Cr	
05/11/2011	SELF	346189	15000.00		418648.00Cr	
(Date:11-1-2011	Clr Bal: Cr Rs.418648.00		Avail AmtCr Rs.418648.00	Eff Bal:Cr Rs.418648.00		
12/11/2011	Inst688220 Clg STATE BANK			58527.00	487175.00Cr	
08/12/2011	Inst692355 Clg STATE BANK			58527.00	555702.00Cr	
(Date:12-2-2011	Clr Bal: Cr Rs.555702.00		Avail AmtCr Rs.555702.00	Eff Bal:Cr Rs.555702.00		
23/12/2011	SELF	346190	30000.00		525702.00Cr	
02/01/2012	SELF	346191	20000.00		505702.00Cr	
07/01/2012	ATMWD/07-01-2012		10000.00		495702.00Cr	
12/01/2012	Inst698881 Clg STATE BANK			69916.00	565618.00Cr	
13/01/2012	Inst699801 Clg STATE BANK			10359.00	575977.00Cr	
19/01/2012	SELF	346193	5000.00		570977.00Cr	
02/02/2012	SELF	346192	20000.00		550977.00Cr	
18/02/2012	SELF	346194	10000.00		540977.00Cr	
01/03/2012	SELF	346195	15000.00		525977.00Cr	
02/03/2012	Inst706687 Clg STATE BANK			59763.00	585740.00Cr	

7/5

Request-98

Self Albert  
Nandy  
10-2-15

दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
			5	122122.00	707862.00Cr	
02/03/2012	Inst706684 Clg	STATE BANK		59454.00	767316.00Cr	
24/03/2012	Inst711571 Clg	STATE BANK		5000.00	762316.00Cr	
30/03/2012	SELF	346196	5000.00	10388.00	772704.00Cr	
31/03/2012	Inst713527 Clg	STATE BANK		11093.00	783797.00Cr	
04/04/2012	Int. Pd: 011011 to 310312			20000.00	763797.00Cr	
09/04/2012	SELF	346197	20000.00	1803.00	765600.00Cr	
11/04/2012	Inst716924 Clg	STATE BANK		15000.00	750600.00Cr	
01/05/2012	SELF	346198	15000.00	67815.00	818415.00Cr	
03/05/2012	Inst720579 Clg	STATE BANK		20000.00	798415.00Cr	
04/05/2012	SELF	346199	20000.00	67815.00	866230.00Cr	
11/05/2012	Inst721907 Clg	STATE BANK		67687.00	933917.00Cr	
25/05/2012	Inst723336 Clg	STATE BANK		15000.00	918917.00Cr	
05/06/2012	SELF	346200	15000.00	67815.00	986732.00Cr	
07/06/2012	Inst725968 Clg	STATE BANK				
23/06/2012	SELF	502426	10000.00		976732.00Cr	
23/06/2012	Inst727423 Clg	STATE BANK		10388.00	987120.00Cr	
14/07/2012	Inst731196 Clg	STATE BANK		67815.00	1054935.00Cr	
14/07/2012	LIC OF	502427	27696.00		1027239.00Cr	
(Date:16-07-2012	Clr Bal: C	Rs.1027239.00	Avail AmtCr Rs.	1027239.00	Eff Bal:Cr Rs.1027239.00	
31/07/2012	SELF	502428	5000.00		1022239.00Cr	
03/08/2012	SELF	502429	20000.00		1002239.00Cr	
09/08/2012	Inst735763 Clg	STATE BANK		67815.00	1070054.00Cr	
27/08/2012	Inst312040 Clg	STATE BANK		2847.00	1072901.00Cr	
03/09/2012	SELF	502431	20000.00		1052901.00Cr	
05/09/2012	LIC OF	502430	5467.00		1047434.00Cr	
12/09/2012	Inst740411 Clg	STATE BANK		70711.00	1118145.00Cr	
12/09/2012	Inst742084 Clg	STATE BANK		10714.00	128859.00Cr	
25/09/2012	Inst742253 Clg	STATE BANK		10281.00	139140.00Cr	
01/10/2012	Int. Pd: 010412 to 300912			19239.00	158379.00Cr	
03/10/2012	SELF	502432	20000.00		138379.00Cr	

11/11/15 7/6

Request-98

Self Attd  
Nancy  
10-7-14

दिनांक DATE	विवरण PARTICULARS	चैक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
05/10/2012 (Date:06-10-2012)	Inst745470 Clg STATE BANK -2012 Clr Bal: Cr	Rs.1209090.00	6 Avail AmtCr Rs.1209090.00	70711.00 Eff Bal:Cr Rs.1209090.00 )	1209090.00Cr	
16/10/2012	ATMWDL/16-10-2012		5000.00		1204090.00Cr	
19/10/2012	AM S CI	502434	50000.00		499090.00Cr	
30/10/2012	Inst751452 Clg STATE BANK			20272.00	49362.00Cr	
02/11/2012	Inst751937 Clg STATE BANK			70711.00	590073.00Cr	
03/11/2012 (Date:05-11-2012)	SELF -2012 Clr Bal: Cr	502435 Rs.570073.00	20000.00 Avail AmtCr Rs.570073.00	Eff Bal:Cr Rs.570073.00 )	570073.00Cr	
03/12/2012	SELF	502436	20000.00		550073.00Cr	
04/12/2012	Inst759653 Clg STATE BANK			70711.00	620784.00Cr	
22/12/2012	Inst763932 Clg STATE BANK			3733.00	624517.00Cr	
01/01/2013	AMARPAL	502437	500000.00		24517.00Cr	
03/01/2013 (Date:11-01-2013)	SELF -2013 Clr Bal: Cr	502438 Rs.84517.00	40000.00 Avail AmtCr Rs.84517.00	Eff Bal:Cr Rs.84517.00 )	84517.00Cr	
21/01/2013	Inst596303 Clg STATE BANK			500000.00	584517.00Cr	
21/01/2013	Inst820892 Clg STATE BANK			400000.00	984517.00Cr	
21/01/2013	Inst596304 Clg STATE BANK			500000.00	1484517.00Cr	
21/01/2013	CLG RETED		1400000.00		84517.00Cr	
23/01/2013	Inst765403 Clg STATE BANK			78800.00	163317.00Cr	
24/01/2013	Inst596303 Clg STATE BANK			500000.00	163317.00Cr	
24/01/2013	Inst820892 Clg STATE BANK			400000.00	163317.00Cr	
24/01/2013	Inst596304 Clg STATE BANK			500000.00	163317.00Cr	
(Date:28-01-2013)	-2013 Clr Bal: C	Rs.1563317.00	Avail AmtCr Rs.1563317.00	Eff Bal:Cr Rs.1563317.00 )		
05/02/2013	Inst776482 Clg STATE BANK			51739.00	115056.00Cr	
16/02/2013	Inst777010 Clg STATE BANK			7570.00	122626.00Cr	
18/02/2013	SELF	272978	40000.00		182626.00Cr	
22/02/2013	MARPALI	272977	700000.00		582626.00Cr	

Handwritten: 57/7

Handwritten: Request-98

Handwritten: Gift From Family

Handwritten: Self A Bank Morally 10-2-14

दिनांक DATE	विवरण PARTICULARS	चैक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
23/02/2013	<u>AMARPAI</u>	272976	700000.00		182626.00Cr	
(Date: 08-03-2013)	Clr Bal: Cr	Rs. 182626.00	Avail AmtCr Rs.	82626.00	Eff Bal: Cr Rs. 182626.00	)
16/03/2013	ATM Card Annual Charge		84.00		182542.00Cr	
18/03/2013	Inst 784604 Cig	STATE BANK		5442.00	187984.00Cr	
21/03/2013	Inst 784295 Cig	STATE BANK		2544.00	190528.00Cr	
31/03/2013	Int. Pd: 011012 to 300313			13128.00	203656.00Cr	
02/04/2013	SELF	272979	15000.00		188656.00Cr	
03/04/2013	Inst 790148 Cig	STATE BANK		21878.00	210534.00Cr	
09/04/2013	Inst 793297 Cig	STATE BANK		12678.00	223212.00Cr	
09/04/2013	Inst 793307 Cig	STATE BANK		24506.00	247718.00Cr	
11/04/2013	Inst 791088 Cig	STATE BANK		43440.00	291158.00Cr	
11/04/2013	Inst 791167 Cig	STATE BANK		2599.00	293551.00Cr	
15/04/2013	SELF	272980	30000.00		263551.00Cr	
(Date: 15-04-2013)	Clr Bal: Cr	Rs. 263551.00	Avail AmtCr Rs.	263551.00	Eff Bal: Cr Rs. 263551.00	)
16/04/2013	By DD Num	367020		79021.00	342572.00Cr	
29/04/2013	SELF	272981	50000.00		292572.00Cr	
(Date: 29-04-2013)	Clr Bal: Cr	Rs. 292572.00	Avail AmtCr Rs.	292572.00	Eff Bal: Cr Rs. 292572.00	)

Request-98

Request-98

(Hd) d/s 7/8

03-06-2014 15:22:10

INDIRA BANK KACHERI

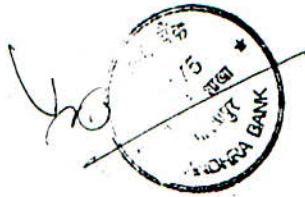
Page 5

Customer Account Ledger Report from 01-01-2012 to 03-06-2014

Service Outlet : 1475 KACHERI  
 Account No : 14751010022249 INR NIRAJ GAUTAM  
 GI Sub head Code : 16090 SAVINGS BANKS DEP -OTHERS  
 B/F Balance : 1,03,656.00Cr

Tran Date	Value Date	Instrant Number	Particulars	Transaction Debit Amount	Transaction Credit Amount	Balance Entry User Id	VerifiedSource of funds User Id
03-04-2013	03-04-2013		Inst790148 Cio STATE		21,878.00	2,10,534.00Cr SYSTEM	SYSTEM
				0.00 INR		INR	
09-04-2013	09-04-2013		Inst793297 Cio STATE		12,678.00	2,23,212.00Cr SYSTEM	SYSTEM
				0.00 INR		INR	
07-04-2013	09-04-2013		Inst793007 Cio STATE		24,500.00	2,47,712.00Cr SYSTEM	SYSTEM
				0.00 INR		INR	
11-04-2013	11-04-2013		Inst791008 Cio STATE		43,440.00	2,91,152.00Cr SYSTEM	SYSTEM
				0.00 INR		INR	
11-04-2013	11-04-2013		Inst791167 Cio STATE		2,399.00	2,93,551.00Cr SYSTEM	SYSTEM
				0.00 INR		INR	
15-04-2013	15-04-2013	272900	SELF	30,000.00		2,63,551.00Cr RAH25434	GIR20909
		15		0.00 INR		0.00 INR	
16-04-2013	16-04-2013		By DD num	3	79,021.00	3,42,572.00Cr VIS29626	RA-254 4
					0.00 INR	INR	
29-04-2013	29-04-2013	272901	SELF	50,000.00		2,92,572.00Cr BAI18429	GIR20909
				0.00 INR		0.00 INR	
30-04-2013	30-04-2013		NEFT/UTTAR PRADESH TR		71,739.00	3,64,311.00Cr FINADM2	SYSTEM
					0.00 INR	INR	
09-05-2013	09-05-2013	272902	PO	63,407.00		3,00,904.00Cr MAN29145	MAN05462
				0.00 INR		0.00 INR	
22-05-2013	22-05-2013	272903	MANIPALI	1,50,000.00		1,50,904.00Cr PAL23502	KR10000
				0.00 INR		0.00 INR	
27-05-2013	26-05-2013		ATM DL /26-	10,000.00		1,40,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
27-05-2013	26-05-2013		ATM DL /26-	10,000.00		1,30,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
28-05-2013	28-05-2013	272904	NEETA SING	30,000.00		1,00,904.00Cr ANK26523	KTK16300
				0.00 INR		0.00 INR	
10-06-2013	10-06-2013		ATM DL /10-	10,000.00		90,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
11-06-2013	11-06-2013		ATM DL /11-	10,000.00		80,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
11-06-2013	11-06-2013		ATM DL /11-	10,000.00		70,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
20-06-2013	20-06-2013	272905	NEETA SING	30,000.00		40,904.00Cr ANK26523	AB-20727
				0.00 INR		0.00 INR	
05-07-2013	05-07-2013		ATM DL /05-	10,000.00		30,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
05-07-2013	05-07-2013		ATM DL /05-	10,000.00		20,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
08-07-2013	08-07-2013		ATM DL /08-	10,000.00		10,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
08-07-2013	08-07-2013		ATM DL /08-	5,000.00		5,904.00Cr CDCI	CDCI
				0.00 INR		0.00 INR	
29-09-2013	30-09-2013		Int.Fo: 310313 to 290		2,169.00	7,993.00Cr PAN26123	SYSTEM
					0.00 INR	INR	
26-12-2013	26-12-2013		SMS Chros/	17.00		7,976.00Cr DIL24234	SYSTEM

Page Total Credit : 2,57,824.00  
 Page Total Debit : 4,38,504.00



Self Atty  
 Nirmal  
 10-7-14

मि. 2025 8/1



Use ATM cum Debit Card and save your time



बैंक ऑफ़ बड़ौदा  
Bank of Baroda

बचत खाता पासबुक  
SAVINGS ACCOUNT PASS BOOK

खाता संख्या/A/C No. : 18920100010176

नाम/Name : HIRAJ CAUTAN

शाखा/Branch : GEETA PRESS, GORAKHPUR

IFSC Code : BARDB0000000 MICR Code : 273012003

कृपया पासबुक न मोड़ें / Please do not fold

सभी जमा खातों में नामांकन सुविधा उपलब्ध है. कृपया इस सुविधा का लाभ उठाएं.  
Nomination facility is available in all deposit accounts. please avail this facility  
होटेल्स सेंटर के तहत भी शाखाएं / Toll Free Nos. of Baroda Contact Centre 1800 22 33 44, 1800 102 44 55

Request-98

Self Atten  
Niraj  
10-7-14

1. पैन नं./ PAN No. :
2. ड्राइविंग लायसेंस नं./Driving Lic. No. :
3. ब्लड ग्रुप / Blood Group :
4. आपात स्थिति में सम्पर्क करें /In case of emergency Contact  
नाम/ Name :  
दूरभाष / Tel. No. :  
मोबा. नं./ Mobile No. :
5. क्रेडिट कार्ड नं. / Credit Card No. :
6. डेबिट कार्ड नं./ Debit Card No. :
7. बीमा पॉलिसी नं./ कब तक वैध  
Insurance Policy No./Valid upto :
8. पासपोर्ट नं./ Passport No. :
9. ई-मेल का पता / E-mail address :

#### उपयोगी सुझाव/Useful Tips :

1. नामांकन सुविधा का प्रयोग करें / Utilise nomination facility.
2. पासबुक को नियमित रूप से अद्यतन करवाएं. / Get pass-book updated regularly.
3. जहां कहीं संभव हो स्थायी अनुदेश जारी करें. / Issue standing instructions wherever possible.
4. पासबुक में कहीं भी अपने हस्ताक्षर न करें. / Do not put signature anywhere on passbook.
5. पासबुक को न मोड़ें. यदि पासबुक खो जाती है या खराब हो जाती तो व्यक्तियों द्वारा रु. 30/- और अन्याय द्वारा रु. 50/- का युगतान करने के पश्चात् अद्यतन शेष के साथ ड्युप्लिकेट पासबुक जारी की जायेगी.  
Do not fold the passbook. If a passbook is lost or spoiled, a duplicate passbook will be given with latest balance after payment of Rs. 30/- by individual and Rs. 50/- by non-individual.
6. हम आपके सुझावों का स्वागत करते हैं. / We welcome your suggestions.
7. किसी भी प्रकार की कठिनाई के मामले में शाखा प्रबंधक से सम्पर्क करें. / Contact branch manager in case of difficulties.

## बैंक ऑफ़ बड़ौदा Bank of Baroda

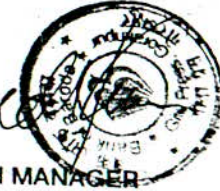
Branch Address : GEETA PRESS, GURAKHPUR  
GEETA PRESS ROAD  
RETI CHOWK  
GURAKHPUR  
Pin : 273005  
E-mail : geeta@bankofbaroda.com  
Tel : 0551-2335398/2336399 Fax : 2342792

Customer ID : 071501370  
Account No : 18920104650767  
Acc Holder : Mr. NARAJ DATTAR  
Occupation : JUDGE  
Operation Code :  
Home Address :

KESARIA ROAD BARA CHARIA  
EAST CHAMPARAN BIHAR  
CHAMPARAN, BIHAR  
845417

Branch Added : 40  
A/c Open Date : 30-04-2013

शाखा प्रबंधक / BRANCH MANAGER



दिनांक 25/8/2

Request-98

Self + May  
Windy  
10-7-14

Account Number: 18920100010176

Request-98

तारीख Date	विवरण Particulars	चेक सं. Cheque No.	आहरण Withdrawal	जमा Deposit	शेष Balance	आद्यक्षर Initials
01-05-2013	BY CASH			1000.00	1000.00 Cr	
Clr Bal:	1,000.00	Unclr Bal:	0.00	Lien:	0.00	Printed On: 01-05-2013 13:17:59
01-05-2013	BY CASH			6000.00	7000.00 Cr	
31-05-2013	Loan Recovery For 18920600000677		1685.00		5315.00 Cr	
30-06-2013	Loan Recovery For 18920600000677		1685.00		3630.00 Cr	
Clr Bal:	3,630.00	Unclr Bal:	0.00	Lien:	0.00	Printed On: 27-07-2013 12:08:53
27-07-2013	BY CASH			20000.00	23630.00 Cr	
31-07-2013	Loan Recovery For 18920600000677		1741.00		21889.00 Cr	
Clr Bal:	21,889.00	Unclr Bal:	0.00	Lien:	0.00	Printed On: 17-08-2013 11:54:23
17-08-2013	BY CASH			25000.00	46889.00 Cr	
31-09-2013	Loan Recovery For 18920600000677		1741.00		45148.00 Cr	
Clr Bal:	45,148.00	Unclr Bal:	0.00	Lien:	0.00	Printed On: 12-09-2013 14:11:23





दिनांक 25 8/13

Account Number: 18920100010176

तारीख Date	विवरण Particulars	चेक सं. No. Cheque No.	आहरण Withdrawal	जमा Deposit	शेष Balance	आक्षर Initials
30-09-2013	Loan Recovery For 18920600000677		18652.00		26496.00 Cr	
Clr Bal:	26,496.00	Unclr Bal: 0.00	Lien: 0.00		Printed On: 21-10-2013 14:58:58	
31-10-2013	Loan Recovery For 18920600000677		18652.00		7844.00 Cr	
01-11-2013	Int Paid: 01-05-2013 TO 31-10-2013			397.00	8241.00 Cr	
28-11-2013	BY CASH			40000.00	48241.00 Cr	
28-11-2013	To ISL Txn Chgs: 28-11-2013		34.00		48207.00 Cr	
30-11-2013	Loan Recovery For 18920600000677		18652.00		29555.00 Cr	
26-12-2013	BY CASH			20000.00	49555.00 Cr	
31-12-2013	Loan Recovery For 18920600000677		18652.00		30903.00 Cr	
Clr Bal:	30,903.00	Unclr Bal: 0.00	Lien: 0.00		Printed On: 29-01-2014 13:39:17	
31-01-2014	Loan Recovery For 18920600000677		18652.00		12251.00 Cr	
29-02-2014	Loan Recovery For 18920600000677		12251.00		0.00	
04-03-2014	BY CASH			40000.00	40000.00 Cr	
04-03-2014	To ISL Txn Chgs: 04-03-2014		34.00		39966.00 Cr	
04-03-2014	Loan Recovery For 18920600000677		6401.00		33565.00 Cr	
Clr Bal:	33,565.00	Unclr Bal: 0.00	Lien: 0.00		Printed On: 07-03-2014 14:44:45	PTC

Request-98

Self Attest  
Mony  
10-7-14

Request-98

तारीख Date	विवरण Particulars	चेक सं. Cheque No.	आहरण Withdrawal	जमा Deposit	शेष Balance	आद्यक्षर Initials
31-03-2014	Loan Recovery For 18920600000677		18652.00		14917.00 Cr	
29-04-2014	BY INST. 570 : MICR CLG (DR) ENR.			50000.00	64917.00 Cr	
01-05-2014	Clr Bal: 64,917.00	Unclr Bal: 0.00	0.00			Printed On: 29-04-2014 12:07:21
30-04-2014	Loan Recovery For 18920600000677		18652.00		46260.00 Cr	
01-05-2014	Int Paid: 01-11-2013 TO 30-04-2014			481.00	46741.00 Cr	
31-05-2014	Loan Recovery For 18920600000677		18652.00		28089.00 Cr	
30-06-2014	Loan Recovery For 18920600000677		18652.00		9437.00 Cr	
Clr Bal:	9,437.00	Unclr Bal: 0.00	Lien: 0.00			Printed On: 08-07-2014 14:05:34

Request-98

Handwritten: 9/1



**AMRAPALI SILICON CITY PRIVATE LTD.**

307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092

C-56/40, SEC.-62, NOIDA, U.P.

Tel:0120-4055555  
Fax:0120-4233556  
Email:info@amrapali.in  
Web:www.amrapali.in



**RECEIPT**

Receipt No.: 32119

Date: 04 Oct 2013

Customer ID: AS-03433

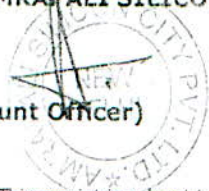
Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM**, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, Gorakhpur, UP a sum of **Rs.500,000/- ( Rupees Five Lac Only)** on account of **6th to 7th installment** against Unit No."**V-206**" on **2nd Floor at Tower no. "V"** Measuring **1075.00 SQ.FT. Super Area** (Approximately) in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	DraftNo.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	561949	BOB,GEETA PRESS-273005	14-09-2013	485,013/-	14,987/-	500,000/-
<b>Total</b>				<b>485,013/-</b>	<b>14,987/-</b>	<b>500,000/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**

(Account Officer)



- This receipt is subject to realization of cheque/draft.
- The receipts are not transferable without written consent of the company.
- This is only the receipt for the remittance as above and this does not entitle you to claim ownership / title of the above property unless you are the confirmed owner of the property, as per Company's record.

Self Atty  
Nirajy  
10-7-14

Request - 98

6/10/13 5.9/2



**AMRAPALI SILICON CITY PRIVATE LTD.**

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**RECEIPT**

Receipt No.: 30247

Date: 18 May 2013

Customer ID: AS-03433

Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM**, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP a sum of **Rs.200,000/- ( Rupees Two Lac Only)** on account of **5th installment** against Unit No."V-206" on 2nd Floor at Tower no. "V" Measuring **1075.00 SQ.FT. Super Area** (Approximately) in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	DraftNo.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	561837	BOB,DELHI	01-05-2013	194,005/-	5,995/-	200,000/-
			<b>Total</b>	<b>194,005/-</b>	<b>5,995/-</b>	<b>200,000/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**

(Account Officer)

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Self Atkey  
Niraj  
10-7-13

Request-98

File No 9/3

**AMRAPALI SILICON CITY PRIVATE LTD.**



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Fax:0120-4233556  
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Web:www.amrapali.in



**RECEIPT**

Receipt No.: 30248

Date: 18 May 2013

Customer ID: AS-03433

Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP** a sum of **Rs.150,000/- ( Rupees One Lac Fifty Thousand Only)** on account of **5th installment** against Unit No. "**V-206**" on **2nd Floor at Tower no. "V"** Measuring **1075.00 SQ.FT. Super Area (Approximately)** in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	Cheque No.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	272983	ANDHRA BANK, GORAKHPUR, UP	18-05-2013	145,504/-	4,496/-	150,000/-
<b>Total</b>				<b>145,504/-</b>	<b>4,496/-</b>	<b>150,000/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**



(Account Officer)

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Self Attest  
Name  
10.7.13

Request-98

01/02/15 9/4

**AMRAPALI SILICON CITY PRIVATE LTD.**  
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**Amrapali Silicon City**  
 Developing India

**RECEIPT**

Receipt No.: 28953 Date: 17 Feb 2013  
 Customer ID: AS-03433 Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM, S/O DR. PRAMOD KUMAR SINGH** residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP a sum of **Rs.700,000/- ( Rupees Seven Lac Only)** on account of **2nd & 3rd Installment** against Unit No."V-206" on 2nd Floor at Tower no. "V" Measuring **1075.00 SQ.FT. Super Area** (Approximately) in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	Cheque No.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	272976	ANDHRA BANK,gorakhpur	28-01-2013	679,018/-	20,982/-	700,000/-
<b>Total</b>				<b>679,018/-</b>	<b>20,982/-</b>	<b>700,000/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**

(Account Officer)

- This receipt is subject to realization of cheque/draft.
- The receipts are not transferable without written consent of the company.
- This is only the receipt for the remittance as above and this does not entitle you to claim ownership / title of the above property unless you are the confirmed owner of the property, as per Company's record.

Self Atty  
 Nand  
 10-7-14

Request-98

6/2/2013 9/5



**AMRAPALI SILICON CITY PRIVATE LTD.**

307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092  
C-56/40, SEC.-62, NOIDA, U.P.

Tel:0120-4055555  
Fax:0120-4233556  
Email:info@amrapali.in  
Web:www.amrapali.in



**RECEIPT**

Receipt No.: 28954  
Customer ID: AS-03433

Date: 17 Feb 2013  
Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP** a sum of **Rs.700,000/- ( Rupees Seven Lac Only)** on account of **4th to 5th installment** against Unit No."**V-206**" on 2nd Floor at Tower no. "V" Measuring **1075.00 SQ.FT. Super Area (Approximately)** in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	Cheque No.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	272977	ANDHRA BANK, gorakhpur	28-01-2013	679,018/-	20,982/-	700,000/-
			<b>Total</b>	<b>679,018/-</b>	<b>20,982/-</b>	<b>700,000/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**

(Account Officer)

- This receipt is subject to realization of cheque/draft.
- The receipts are not transferable without written consent of the company.
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Self Attest  
Niraj  
10-7-13

Request-98

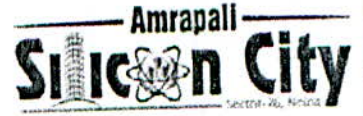
25/12/12



**AMRAPALI SILICON CITY PRIVATE LTD.**

307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092  
C-56/40, SEC.-62, NOIDA, U.P.

Tel:0120-4055555  
Fax:0120-4233556  
Email:info@amrapali.in  
Web:www.amrapali.in



**RECEIPT**

Date: 29 Dec 2012

Receipt No.: 28021

Service Tax Registration No.:AAICA2629LSD001

Customer ID: AS-03433

Received with thanks from **Mr. NIRAJ GAUTAM**, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP a sum of **Rs.500,000/- ( Rupees Five Lac Only)** on account of **1ST&2ND INSTALLMENT** against Unit No."V-206" on 2nd Floor at Tower no. "V" Measuring **1075.00 SQ.FT. Super Area** (Approximately) in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	Cheque No.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	502437	ANDHRA BANK,gorakhpur	29-12-2012	485,013/-	14,987/-	500,000/-
			<b>Total</b>	<b>485,013/-</b>	<b>14,987/-</b>	<b>500,000/-</b>

For AMRAPALI SILICON CITY PRIVATE LTD.

(Account Officer)

NEW DELHI  
Rats

- This receipt is subject to realization of cheque/draft.
- The receipts are not transferable without written consent of the company.
- This is only the receipt for the remittance as above and this does not entitle you to claim ownership / title of the above property unless you are the confirmed owner of the property, as per Company's record.

Self Akshay  
10-7-14



Request-98

Filed 5/9/7



**AMRAPALI SILICON CITY PRIVATE LTD.**

307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092  
C-56/40, SEC.-62, NOIDA, U.P.

Tel:0120-4055555  
Fax:0120-4233556  
Email:info@amrapali.in  
Web:www.amrapali.in

**RECEIPT**

Receipt No.: 26617  
Customer ID: AS-03433

Date: 17 Oct 2012  
Service Tax Registration No.:AAICA2629LSD001

Received with thanks from **Mr. NIRAJ GAUTAM, S/O DR. PRAMOD KUMAR SINGH residing at A-2, JUDGES COLONY, CIVIL LINES, GORAKHPUR, UP** a sum of **Rs.705,000/- ( Rupees Seven Lac Five Thousand Only)** on account of **BOOKING** against Unit No."V-206" on 2nd Floor at Tower no. "V" Measuring **1075.00 SQ.FT. Super Area (Approximately)** in **AMRAPALI SILICON CITY, GH-01/A,SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.)**, as per following details:

S.No.	Cheque No.	Drawn On	Dated	Amount (Rs.)	Service Tax (Rs.)	Net Amount (Rs.)
1.	502434	ANDHRA BANK, GORAKHPUR-273001	17-10-2012	705,000/-	21,132/-	683,868/-
<b>Total</b>				<b>705,000/-</b>	<b>21,132/-</b>	<b>683,868/-</b>

For **AMRAPALI SILICON CITY PRIVATE LTD.**



(Account Officer)

- This receipt is subject to realization of cheque/draft.
- The receipts are not transferable without written consent of the company.
- This is only the receipt for the remittance as above and this does not entitle you to claim ownership / title of the above property unless you are the confirmed owner of the property, as per Company's record.

Self Atty  
Niraj  
10.10.12



Request-98  
MAY 10/1

बैंक ऑफ़ बड़ोदा Bank of Baroda

BR/GEETAP/ADV/13-14/4

Date: 30.04.2013

To  
Mr. Niraj Gautam  
Kesariya Road, Bara Chakia  
East Champaran , Bihar

Dear Sir,

Re: Sanction of Housing Loan Rs. 1900000/- under our Direct Housing Loan Scheme to purchase Flat from developer M/S Amrapali Silicon City Private Ltd.

We refer to your application, we are pleased to inform you that we have sanctioned you housing loan of Rs.19,00,000/- as per terms and conditions mentioned below.

Facility	Term Loan
Purpose	To purchase flat, developer- M/S Amrapali Silicon City Private Ltd.
Limit	Rs.1900000/- (Rupees Nineteen Lacs Only) ✓
Margin	51.97 % (20,56,000/-) Basic sale price of Flat- Rs. 39,56,000/-
Rate Of Interest	AT Base Rate of the Bank i.e. 10.25 % p.a. with monthly rests. (Concessional rate applied due to ongoing Retail Loan Campaign)
Period	264- months, subject to annual review
Repayment Schedule	- 264- EMIs, each of Rs.18151/- p.m. ✓ First Installment due on 31.07.2013.
Securities	a. LDOC 23A – Housing Loan Agreement. b. Letter of Installment with acceleration clause. c. D.P Note d. Letter Of Authority to make payment directly to dealers e. Declaration cum undertaking cum authority f. General form of guarantee executed By Apurwa Raj g. Undertaking for creation of Mortgage

Self  
Niraj

Request-98

10/2




बैंक ऑफ़ बड़ोदा Bank of Baroda

Other Conditions	a) House to be insured with bank's clause to cover risks like fire, flood, earthquake, etc. and policy to be alive during the currency of bank loan.
	b) Disbursement of loan will be made on fulfillment of terms and conditions to bank's satisfaction. Loan will be disbursed directly to the vendor against borrower's authority / builder's demand letter.
	c) <b>Proposal processing charges, documentation charges and inspection charges waived due to ongoing Retail Loan Festival</b>
	d) Monthly installment (EMIs) will be recovered from your Savings Bank A/C NO.18920100010176 with us every month. You have to keep sufficient balance in your account for this purpose.
	e) Penal interest @ 2% will be charged for delay in repayment of installment / interest.
	f) The terms and conditions are subject to change from time to time as per bank's Policy without prior notice.
	g) Valuation / structural stability report from any Govt. regd. Valuer/, architect/engineer.
	h) Equated Monthly installments are fixed for the convenience of the borrower whereby interest payable towards the loan is spread over the entire term of repayment fixed. The repayment of all such equated monthly installments should not be construed as full repayments/ settlement of loan account. On payment of all the equated monthly installments, residual amount, if any, in the account due to debiting of overdue / penal interest, additional interest as a consequence of revision in interest rates, other incidental charges, etc., shall be paid separately by the borrower.
	i) Securities obtained in respect of the loan shall be released by the bank only after satisfaction of the debt in full.
	j) <b>As soon as sale deed is executed, the said deed to be mortgage with us.</b>

Please return the duplicate copy of this sanction letter in token of having accepted all the terms & conditions.

Yours faithfully,

  
Senior Branch Manager

Sub Ash  
Niraj  
10.7.19

Accepted

X Niraj Gautam  
Mr. Niraj Gautam

X Apurwa Raj  
Mrs. Apurwa Raj (Guarantor)

X \_\_\_\_\_

Request - 98

11/11/12



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL22650092312427K  
Certificate Issued Date : 15-Sep-2012 11:15 AM  
Account Reference : IMPACC (IV)/ dl740403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL74040345472786838057K  
Purchased by : AMRAPALI SILICON CITY PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : KAR KAR DOOMA DELHI-92  
Consideration Price (Rs.) : 100  
(One Hundred only)  
First Party : AMRAPALI SILICON CITY PVT LTD  
Second Party : N A  
Stamp Duty Paid By : AMRAPALI SILICON CITY PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

This Stamp Paper is Part of "Allotment Cum Flat Buyer Agreement" For

Unit No. V-206 Dated 17-10-12

Allottee/s

*Nirav Khosla*  
17-10-12

For AMRAPALI SILICON CITY PVT. LTD

Developer

AUTHORISED

#### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

*Self Atty*  
*Nirav*  
10-9-12

11/2

Request - 98



(Annexure- A)

**PAYMENT SCHEDULE**

**PLAN - C (Flexi Payment plan(New P))**

S.No.	Installment No.	Description	Amount(Rs.)
1	ON BOOKING	10% of Basic Price	3,95,600
2	ON SIGNING FLAT BUYER AGREEMENT	10% of Basic Price	3,95,600
3	WITHIN 30 DAYS FROM BOOKING	20% of Basic Price	7,91,200
4	ON GROUND FLOOR CASTING	10% of Basic Price	3,95,600
5	ON FOURTH FLOOR CASTING	10% of Basic Price	3,95,600
6	ON EIGHT FLOOR CASTING	10% of Basic Price	3,95,600
7	ON TWELTH FLOOR CASTING	10% of Basic Price	3,95,600
8	ON TOP FLOOR CASTING	10% of Basic Price	3,95,600
9	ON START OF FINISHING WORK	10% of Basic Price	3,95,600
10	On POSSESSION	Other Charges	5,99,625

Other charges shall be paid within 30 days of possession intimation letter under the above payment plan/s.

(Service tax and other Government Taxes as imposed from time to time are payable in addition to above)

Allottee/s  
*Niranjan*  
17-10-12

For AMRAPALI SHEROON CITY PVT. LTD.

Developer  
AUTHORIZED SIGNATORY

*Self Atty*  
*10-7-12*

6/10/15 11/3

Request-98



## ALLOTMENT CUM FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Delhi on this Date: 17/10/2012.

### BETWEEN

M/s. **AMRAPALI SILICON CITY PRIVATE LTD.**, a Company duly constituted and registered under Companies Act, 1956, having its registered office at 307, 3rd Floor, Nipun Towers, Plot No. 15, Community Center, Karkardooma, Delhi-110092 and corporate office at C-56/40, SEC.-62, NOIDA, U.P. hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory Mr. \_\_\_\_\_ duly authorized by board resolution of the ONE PART;

### AND

#### I. FOR INDIVIDUALS/JOINT PURCHASERS

- a. **Mr. NIRAJ GAUTAM**  
S/O DR. PRAMOD KUMAR SINGH  
Resident of A-2, JUDGES COLONY, CIVIL LINES,

Allottee/s

*Niraj Gautam*

17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer  
AUTHORISED SIGNATORY

*Self Atty  
Niraj  
10.7.14*

bid 25 11/4

Request - 98



Gorakhpur, UP  
PAN No. ALTPG8304R

b. N/A

(\*To be filled In case of joint purchasers)  
(hereinafter singly/ jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the OTHER PART.

**II. FOR PARTNERSHIP FIRMS**

\*\*M/s. N/A , A partnership firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. N/A (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Agreement.

**III. FOR COMPANIES**

\*\* M/s. N/A a Company registered under the Companies Act.1956, having its registered office at N/A through its duly authorized signatory N/A authorized by Board Resolution dated N/A (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

**DEVELOPER'S REPRESENTATIONS:**

- A. WHEREAS M/s. **AMRAPALI SILICON CITY PRIVATE LTD.** has acquired right, title and interest in Group Housing Plot No. GH-01/A, SEC-76, NOIDA, DISTRICT- GAUTAM BUDH NAGAR(U.P.) measuring 176758.7 Sq. Mtrs., from New Okhla Industrial Development Authority (NOIDA) vide Lease deed bearing No. 3234 Volume No. 2021 Registered on 31/07/2010 and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sublease the flats with parking space in the Group Housing Complex.
- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "**AMRAPALI SILICON CITY**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

**ALLOTTEE'S REPRESENTATIONS:**

- A. AND WHEREAS the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**AMRAPALI SILICON CITY**" and is satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details and terms and conditions of the Lease Deed executed by New Okhla Industrial Development Authority. The Allottee has confirmed that he has clearly

Allottee/s  
*Niranjan*  
17-10-14

For AMRAPALI SILICON CITY PRIVATE LTD  
*[Signature]*  
Developer  
AUTHORISED SIGNATORY

Self AAK  
N/A  
10-11-14

Request - 98

6/10/12 11/5



understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

**AND WHEREAS** the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**AND WHEREAS** the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are given as under: -

**UNIT DETAILS**

Unit No:- V-206

Floor -:2nd

Type -: 2 BED+ 2TOI +STUDY(1075)

Tower/Block:-V

Super Area -: 1075.00SQ.FT. Covered car parking(No's)

1

Basic Sale Price (A)Rs. 39,56,000/-

**OTHER CHARGES**

1	Covered car parking(No's)	01
2	Club Membership	75,000
3	External Electrification Charges	43,000
4	Fire Fighting Charges	43,000
5	Lease Rent	1,02,125
6	Maintenance Deposit	21,500
7	Power Back-UP(1KVA)	15,000
8	Other Charge (Retail)	3,00,000

Total Other Charges (B): Rs. 5,99,625/-

Total Cost of the Flat/Unit (A+B): Rs. 45,55,625/-

**Booking Amount**

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount	Service Tax	Total Amount
1	26617	17/10/2012	Cheque	502434	17/10/2012	6,83,868	21,132	7,05,000

Total Paid Amount : Rs. 6,83,868/-

Balance Amount : Rs. 38,71,757/-

**PAYMENT PLAN:**

(As per Annexure- A)

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

Allottee/s *Niraj Mehta*  
17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

AUTHORISED SIGNATORY

*Selp Akhy*  
*Niraj*  
10.7.14



Request - 9.8

11/6




1. That the Developer hereby agrees to sublease/transfer the Flat and the Allottee hereby agrees to take the Flat on sublease as described in this Agreement in the said Complex as per the plans and specifications indicated in the Annexure B & C and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the Flat.
2. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin, generator area etc., if provided.
4. That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat / Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on sale of the flat shall be paid by the Allottee.
5. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of  $\pm 3\%$ , there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than  $\pm 3\%$ , the Allottee shall pay for the increased area (beyond of 3%)

Allottee/s

Niraj Chauhan  
17.10.11

For AMRAPALI SILICON CITY PVT. LTD.

  
Developer  
AUTHORISED SIGNATORY

(4/16)

Scott Alby  
Niraj  
10-7-11

Request-98

(Date 5/11/7)



at the booking rate. In case of decrease of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost of the flat (beyond of 3%), shall be refunded/adjusted (as the case may be) by the Developer to the Allottee along with interest @ 6 % p.a. from the date of receipt of the full amount till the date of refund. The allottee in case where variation in the super area is more then 10% shall have the option to withdraw from this agreement and in such an event the Allottee shall be entitled to refund of his money without interest or any damages.

6. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rata basis.
7. That the Developer shall be responsible for providing internal development within the Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the Complex.
8. That the developer may carry development/construction of the Complex in phases outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.
9. That the Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the New Okhla Industrial Development Authority to cancel the sublease. In case of cancellation of sublease deed by the New Okhla Industrial Development Authority, the Developer shall not refund the money paid to it by the allottee.
10. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the installments, wherever the payment is connected with the construction stage. The Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Developer through

Allottee/s

*Niraj Chauhan*  
17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

AUTHORISED SIGNATURE

*Self Atty*  
*Niraj*  
10.7.14

Request-98

15/11/8



A/c Payee Cheque(s)/Demand Draft(s) in favour of "M/s AMRAPALI SILICON CITY PRIVATE LTD." payable at Delhi/Noida.

11. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for one month delay and at 24% p.a. interest up to next two months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delayed payment within 30 days of cancellation. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period.
12. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate this agreement and forfeit the earnest money together with any interest on delayed installments/ payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled.
13. That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
14. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of execution of the sublease deed and handing over of possession, the flat shall be free from all encumbrance and charges.
15. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Developer shall continue to have full authority over the flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the flat.
16. That transfer/substitution of the allottee in the agreement shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. In case of assignment, the assignee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/substitutions or

Allottee/s

*Niranjan*

17-10-12

For AMRAPALI SILICON CITY PRIVATE LTD.

*[Signature]*  
Developer

AUTHORIZED SIGNATURE

*Self  
Niranjan  
10-7-14*

Request - 98

11/5/11/9



deletion, shall be borne by the Allottee or the assignee only.

17. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants/allottees. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.
18. That the reserved/covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not to sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.
19. (a) That the date of commencement of tower shall be reckoned as date of foundation of tower and the Developer shall complete the development\construction of the Flat within 36 months which may vary for  $\pm 6$  months. The completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure condition and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the flat to the Allottee.
- (b) That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of flat from the Developer by executing sublease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after sublease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the flat or for any reason whatsoever. If the Allottee fails to take over the Flat as afore within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.
- (c) In case of delay in construction of the Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 10./- (Rs. Ten only) per sq. ft. of super area per month for the delayed period. The compensation for delayed possession of flat shall be paid for the difference period between possession time period offered in the agreement and date of intimation for possession. The compensation shall be adjusted from the balance

Allottee/s

Niranjan

17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

Developer

10/5/11/9

Self Atty  
Niranj  
10/5/11/9

Request - 98

CHD/JN 5 11/10



payment to be made by allottee at the time of full and final payment of flat .

(d) That the Allottee shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.

20. The Allottee shall not make any additions or alterations in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible over the roof / terrace of the flat. The Allottee shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.
21. That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the Complex. The Allottee hereby agrees not to object to any of such construction activities carried on the building/complex.
22. (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of taking of other measures to recover the same.
- (b) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the IFMS to Association of flat owners at the time of handing over of maintenance to the Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.

Allottee/s

*Niranjan*  
(7.10.12)

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

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- (c) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.
- (d) That the structure of the Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
23. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.
24. That the said Complex shall always be known as "Amrapali Silicon City" and this name shall never be changed by the Allottee or anybody else.
25. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
26. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
27. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the

Allottee/s

*Niranjan Kumar*

*17.7.11*

For AMRAPALI SILICON CITY PVT LTD

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same on such terms and conditions as it may deem fit.

- 28. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.
- 29. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
- 30. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the developer shall facilities the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
- 31. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
- 32. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 33. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read

Allottee/s *Niran Mahan*  
17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

*[Signature]*  
Developer

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suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.

34. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.

35. All or any dispute arising out of or touching upon any term(s) of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi /New Delhi. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee.

IN WITNESSES WHEREOF WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

(i) FLAT ALLOTTEE. *Niranjan* 17.10.12

SIGNED, EXECUTED & DELIVERED BY  
M/s. Amrapali Silicon City Private Limited.

(ii) FLAT ALLOTTEE. *Niranjan* 17.10.12

For AMRAPALI SILICON CITY PVT. LTD.

*Jay*  
(Authorised Signatory)

WITNESSES:

1. Name: *AJAY K. UPADHYAY*  
Address: *21-C, Neelkanth Appt. Patparganj, N. Delhi - 110092.*

2. Name: *Diraj Gautam*  
Address: *S-2, 567/1, Vasikali Sec-1, Ghaziabad, U.P.*

Allottee/s *Niranjan* 17.10.12

For AMRAPALI SILICON CITY PVT LTD

*Jay*  
Developer

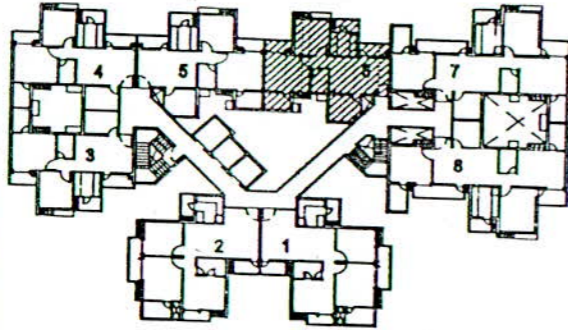
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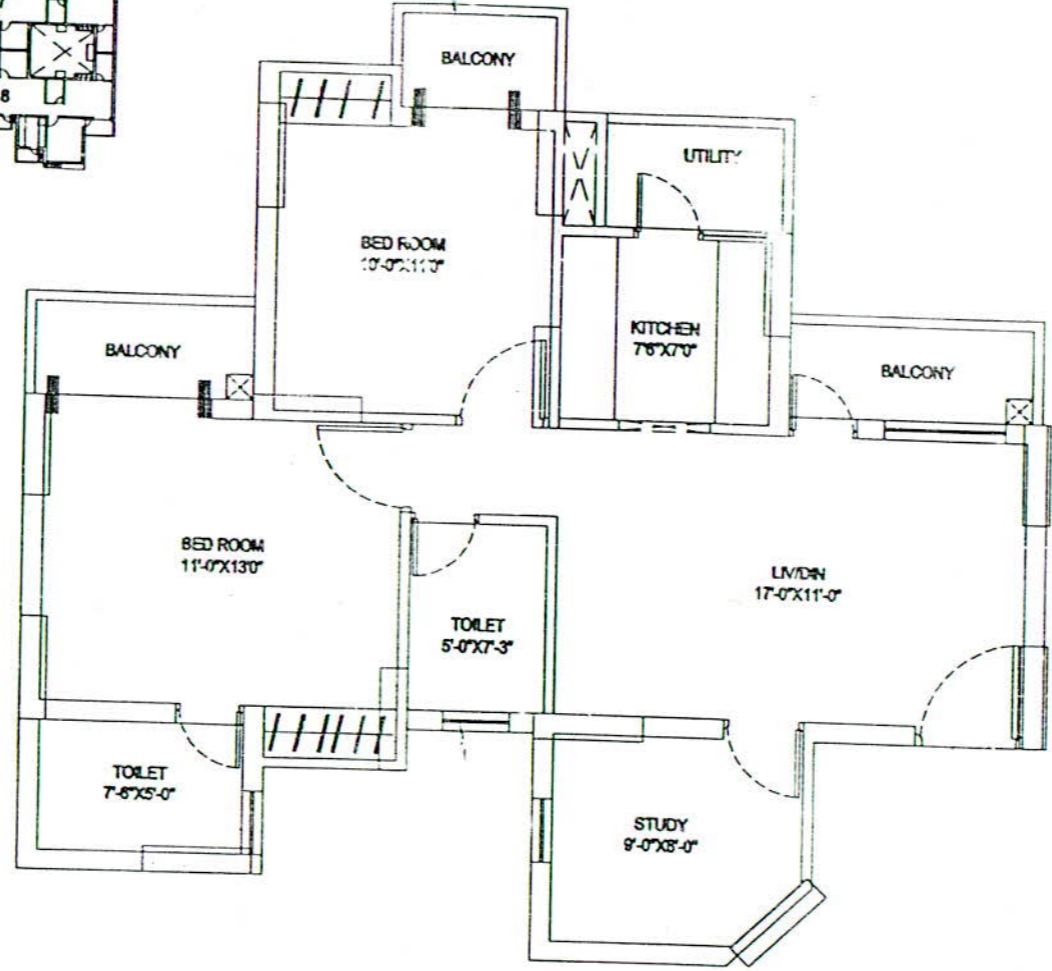
ANNEXURE

FLAT NO:

TOWER NO: V



KEY PLAN



TOWER - V

2 BED + 2 TOILET + STUDY

CARPET AREA 802 SQFT

BUILT UP AREA 917 SQFT

SALEABLE AREA 1075 SQFT

ALLOTTEE: *Sivaram*

DEVELOPER: For AMRAPALI SILICON CITY PVT. LTD.

REGISTERED SIGNATORY

PROJECT :- SILICON CITY AT SECTOR -76, NOIDA FOR "AMRAPALI GROUP"

ARCHITECT :- VAIBHAV JAIN & ASSOCIATES  
195, RAM VIHAR DELHI - 110092  
e-mail - info@nac.co.in

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## ANNEXURE-C



Specification for Amrapali Silicon City				
1	<u>Living / Dining Room</u>	Floors	Vitrified Tiles (Size 2x2) feet	KAJARIA/NITCO or imported equivalent
		External door & Windows	UPVC	ANCHOR
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall with wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with flush moulded door shutter	
		Ceiling	Designer POP	
2	<u>Master Bedroom</u>	Floors	Wooden Laminated	
		External door & Windows	UPVC	
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall with wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with skin door shutter	
		Ceiling	Designer POP	
3	<u>Bedroom</u>	Floors	Vitrified Tiles (Size 2x2) feet	KAJARIA/NITCO or imported equivalent
		External door & Windows	UPVC	ANCHOR
		Fixture & Fitting	Modular switches	CLIPSAL or equivalent
		Walls	Plastic paint with one wall with wall having texture paint.	BERGER/ASIAN or equivalent
		Internal Doors	Hard wood frame with skin door shutter	
		Ceiling	Designer POP	
4	<u>Toilet (Master Bedroom)</u>	Floors	Anti Skid Vitrified/Ceramic Tiles (Size 1x1) feet	KAJARIA/NITCO or imported equivalent
		External door & Windows	UPVC	

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Nivobhram

For AMRAPALI SILICON CITY PVT. LTD.

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		Fixture & Fitting	ISI fitting Granite Counter & Standard Chinaware Fixture & Fitting for geyser water supply	Or equivalent CP FITTINGS: As per ISI Standard
		Walls	Designers Ceramic Tiles with border up to 7'-0"	KAJARIA/NITCO or imported equivalent
		Internal Doors	Hard wood frame with skin door shutter	
		Ceiling	Designer POP	
5	<u>Toilet (Other Bedroom)</u>	Floors	Anti Skid Vitrified/Ceramic Tiles(Size 1x1)feet	MARVITO/ KAJARIA/RAK/NITCO or imported equivalent
		External door & Windows	UPVC	
		Fixture & Fitting	ISI fitting Granite Counter & Standard Chinaware Fixture & Fitting for geyser water supply	CHINAWARE: HIND WARE/ & /CERA. Or equivalent CP FITTINGS: As per ISI Standard
		Walls	Designer Ceramic Tiles with border up to 7'-0"	KAJARIA/NITCO or imported equivalent
		Internal Doors	Hard wood frame with skin door shutter	
		Ceiling	Designer POP	
6	<u>Kitchen</u>	Floors	Anti Skid Vitrified Tiles (Size 1x1)feet	KAJARIA/NITCO or imported equivalent
		External door & Windows	UPVC	
		Fixture & Fitting	R.O Unit Semi Modular Kitchen	
		Walls	Designer Ceramic Tiles with border up to 2'-0" above Counter	KAJARIA/NITCO or imported equivalent
		Internal Doors	Hard wood frame with skin door shutter	
		Utility	Single sink with Drain board	Stainless Steel(ISI STANDARD)
7	<u>Balconies</u>	Floors	Ceramic Tiles floors	KAJARIA/NITCO or imported equivalent
		Walls	Permanent Finish	Textured Plaster
		Internal	Hard wood frame with skin door	ISI STANDARD or

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Developer

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			shutter	
		Ceiling	Designer POP	
8	<u>Lift Lobbies/Corridor</u>	Floors	Combination of different colour of Marble/ Stone in pattern	
		Walls	Granite Tiles cladding up to 3'-0" Feet & Texture Paint above	
		Ceiling	Designer POP	
9	<u>Main Entrance Lobby</u>	Floors	Combination of different colour of Granite/Glass.	
		Walls	Texture paint	
		Internal Door	Hard wood frame with skin door shutter	
10	<u>Exterior Finish</u>	Floors	Combination of Texture & permanent finish	
		Doors & Windows	Fly mesh provision to all external windows.	

Allottee / s

*Niranjay*

For AMRAPALI SILICON CITY PVT. LTD.

Developer

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