

प्रेषक,
विनय कुमार जायसवाल,
अपर मुख्य न्यायिक मजिस्ट्रेट,
उत्तर रेलवे, मुरादाबाद।

सेवा में,
माननीय महानिबन्धक महोदय,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा,
माननीय जनपद न्यायाधीश,
मुरादाबाद।

विषय-
लगी निज आवास हेतु भूमि क्रय करने के संबंध में पूर्व में प्रेषित पत्र दिनांकित 19.07.2022 पर आपत्ति के निस्तारण के संबंध में।

महोदय,
सादर निवेदन है कि मेरे द्वारा भूमि क्रय करने के संबंध में पूर्व में प्रेषित पत्र दिनांक 19.07.2022 पर लगी आपत्ति के निस्तारण के अनुक्रम में बिन्दुवार आख्या निम्नलिखित आवश्यक दस्तावेजों को संलग्न कर सादर प्रेषित की जा रही है-

- 1- एमार इंडिया लिमिटेड (बिल्डर) द्वारा तत्समय आबंटी का नाम निरस्त करते हुए अधोहस्ताक्षरी के पक्ष में नोमिनेशन लेटर जारी किया गया है जिसकी छायाप्रति संलग्न की जा रही है।
- 2- एमार इंडिया लिमिटेड (बिल्डर) तथा प्रार्थी के मध्य हुए अनुबंध की छायाप्रति संलग्न की जा रही है।
- 3- श्री सुनील कुमार जायसवाल पुत्र श्री रमाशंकर जायसवाल निवासी अतरौलिया जिला आजमगढ़ से लिए जाने वाले ऋण क्रमशः 17 लाख एवं 03 लाख के संबंध में श्री सुनील कुमार जायसवाल के खाता पासबुक की छायाप्रति तथा अधोहस्ताक्षरी के खाते की छायाप्रति संलग्न की जा रही है।
- 4- एमार इंडिया लिमिटेड (बिल्डर), एच.डी.एफ.सी. बैंक तथा अधोहस्ताक्षरी के मध्य हुए टाईपरटाईट अनुबंध की छायाप्रति संलग्न की जा रही है।
- 5- अधोहस्ताक्षरी द्वारा तत्समय आबंटी श्री सरबजीत कोचर व श्रीमती सुरिन्दर कोचर को किए जाने वाले भुगतान का विवरण निम्नवत है।

(क) दिनांक 22.07.2022 को रुपए पांच लाख सरबजीत सिंह कोचर तथा रुपया पांच लाख का भुगतान श्रीमती सुरिन्दर कोचर को मेरे बचत खाते संख्या 31846706570 द्वारा किया गया।

(ख) दिनांक 01.08.2022 को रुपया 8.5 लाख श्री सरबजीत कोचर तथा रुपया 8.5 लाख श्रीमती सुरिन्दर कोचर को मेरे बचत खाते संख्या 31846706570 द्वारा किया गया। (यह कुल 17 लाख रुपया मेरे बचत खाते में श्री सुनील कुमार जायसवाल द्वारा दिए गए ऋण के रूप में प्राप्त हुए हैं)

(ग) एच.डी.एफ.सी. बैंक द्वारा 80 लाख रुपए का ऋण आहरित किया गया है जिसमें से रुपया 05 लाख श्री सरबजीत सिंह कोचर तथा रुपया 05 लाख श्रीमती सुरिन्दर कोचर को भुगतान किया गया है तथा रुपया 2114576/- एमार इंडिया लिमिटेड (बिल्डर) की डिमांड पर बैंक द्वारा बिल्डर को दिया गया है। शेष बची राशि का भुगतान जैसे-जैसे बिल्डर द्वारा डिमांड की जाएगी वैसे वैसे भुगतान बैंक द्वारा किया जाएगा।

6- एमार इंडिया लिमिटेड (बिल्डर) द्वारा अंतरण शुल्क रुपया 70564/- भी लिया गया है जिसका भुगतान मेरे द्वारा दिनांक 02.08.2022 को मेरे बचत खाते द्वारा किया गया है।

Winao

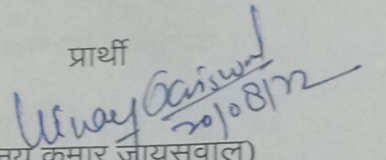
7- अंतरण के समय बिल्डर द्वारा यह तथ्य संज्ञान में लाया गया कि रेरा (RERA) के दिशा-निर्देशों के अनुसार बिल्डर तथा क्रेता के मध्य रजिस्टर्ड एग्रीमेंट अंतरण की आवश्यक शर्त है। अनुबंध में कुल 211000 रुपए/- का स्टाम्प भी लगना है। चूंकि यह अंतरण की आवश्यक शर्त थी तथा अधोहस्ताक्षरी के बचत खाते में पर्याप्त धनराशि का अभाव था जिस कारण अधोहस्ताक्षरी द्वारा आकस्मिक स्थिति के दृष्टिगत श्री सुनील कुमार जायसवाल से 03 लाख रुपए ऋण (ब्याज रहित) लिए जाने के संबंध में वार्ता की गयी जिस पर वह सहर्ष तैयार हो गए तथा उनके द्वारा मेरे बचत खाते में दिनांक 02.08.2022 को 03 लाख रुपए का अंतरण किए गए जिससे मेरे द्वारा स्टाम्प क्रय कर रेरा (RERA) के दिशा निर्देशों के अनुसार बिल्डर के साथ अनुबंध किया गया। अंतरण के संबंध में हुयी प्रविष्टि की छायाप्रति संलग्न की जा रही है।

9- उपरोक्त के अतिरिक्त यह निवेदन करना है कि माननीय उच्च न्यायालय की अनुमति मिलने के पश्चात अधोहस्ताक्षरी द्वारा भूमि की रजिस्ट्री के उपरान्त सेल डीड तथा अन्य प्रपत्रों की छायाप्रति को माननीय उच्च न्यायालय को अवगत कराने हेतु सादर प्रेषित किया जाएगा।

सादर।

दिनांक 20.08.2022

प्रार्थी


(विनय कुमार जायसवाल)

अपर मुख्य न्यायिक मजिस्ट्रेट,
उत्तर रेलवे, मुरादाबाद।

संलग्नक:

- 1-तत्समय आबंटी एवं प्रार्थी द्वारा अन्तरण हेतु संयुक्त प्रार्थना पत्र की छायाप्रति।
- 2-एच.डी.एफ.सी. बैंक द्वारा लोन डिस्वर्समेंट की छायाप्रति।
- 3- एस.बी.आई. बचत खाता संख्या 31846706570 के पासबुक की स्वप्रमाणित छायाप्रति।
- 4- श्री सुनील जायसवाल के बैंक खाता की छायाप्रति।
- 5-ऐमार इंडिया लिमिटेड (बिल्डर) द्वारा अधोहस्ताक्षरी के पक्ष में नोमिनेशन लेटर की छायाप्रति।
- 6- टाईपरटाईट एग्रीमेंट की छायाप्रति।
- 7-ऐमार इंडिया लिमिटेड (बिल्डर) तथा अधोहस्ताक्षरी के मध्य हुए रजिस्टर्ड एग्रीमेंट की छायाप्रति।

कार्यालय जनपद न्यायाधीश मुरादाबाद

पत्रांक /2022 (प्रशा0) मुरादाबाद दिनांकित:

सेवा में,

मा0 महानिबंधक,
माननीय उच्च न्यायालय, इलाहाबाद
को सादर अग्रसारित।

जनपद न्यायाधीश,
मुरादाबाद।

अंतरण के लिए पृथक आवंटित व अधोहस्तासौ द्वारा क्विटर को संयुक्त प्र. पत्र
(Current allottee)
Joint Request Letter

Date: 01/08/2022

Emaar India Limited
306 -308 Square One C2,
3rd Floor DC Saket
New Delhi - 110 017

Sub: Transfer/Assignment/Nomination of the provisional allotment dated
01/08/2022 of the Plot no. 42/48 Gomti Greens, Lucknow UP.

Dear Sir,

This is to inform you that I/we, the Transferor/Applicant/Allottee(s) has/have
assigned/transferred/nominated/substituted the provisional
registration/registration/allotment in favour of the Transferee i.e, (Name, relation &
address of transferee(s))

You are requested to kindly adjust the amount of Rs 3700507/- (Rupees,
Thirty seven lacs five hundred seven rupees only) paid by me/us to the Company, as mentioned in (a) above to the account of the
Transferee/Nominee in your records for the subject Property.

The Original Applicant/Allottee hereby confirms that he has received the full amounts
back from the Transferee/Nominee/Buyer as mentioned above, and the
/Transferee/Nominee/Buyer confirms that he/she has paid the amount to the Original
Applicant/Transferor/Allottee.

The parties hereby declares and confirms that the aforesaid information given herein
above is true and correct and they are solely responsible for the said transaction and
company is not liable in any manner whatsoever for the aforesaid transaction. Thanking
you.

Yours faithfully,

SARABJIT SINGH KOCHAR
S.S. Kochhar
B 804, SAALIMAR EMERALD APARTS
(Name, address and signature
of the Transferor/Assignor/Nominator,
i.e. current Allottee)

VINAY KUMAR JAISWAL
Bihariganj, Azamgarh
U.P. Pin-276121
(Name, address and signature
of the Transferee/Assignee/Nominee, i.e.
Buyer)

SURINDER KOCHAR

Surinder Kochhar

विनाय कौमार
Vinay Jaiswal
18/08/22

Vinay Jaiswal

भोन डिसबर्समेंट

PART DISBURSEMENT ADVICE

Date : 31-JUL-22 12:16 P.M.

=====

Loan Account No	:	676149877
Loan Product	:	RESIDENT PLOT PURCHASE LOAN-VARIABLE RATE-MONTHLY REST
Name	:	MR JAISWAL VINAY KUMAR
Loan Sanctioned	:	Rs. 8000000
Current Disbursement	:	Rs. 3116411
Total Loan Disbursed	:	Rs. 3116411
Loan Yet to be Disbursed	:	Rs. 4883589

PRE-EMI Interest * @7.55% for the month of JUL-2022 .

Rs. 645

Fees

Rs. 118

Total: 763

Your Pre-Emi interest from 01-AUG-2022 will be Rs.19608 which you must remit each month till you avail further disbursement. Kindly ensure that the payment reaches us latest by the 5th day of the month following each month.

The rate of interest (ROI) will be subjected to reset*** on 01-SEP-22.

Kindly arrange to submit the following original title documents to us at the earliest:

1. DEED OF CONFIRMATION CUM INDEMNITY
2. EARLIER SALE DEED
3. SALE DEED
4. TITLE CUM SEARCH REPORT
5. CERTIFIED SALE DEED
6. OWN CONTRIBUTION CLEARNCE
7. CERTIFICATE OF SEARCH
8. KHATAUNI

Your registered communication details recorded with us are :

HOUSE NO. LC-115,	Mobile No:	8527590226
CIVIL LINES,	Tel No :	NOT AVAILABLE
MORADABAD,	Email Id :	VINAYJAISWALAPP@GMAIL.COM
MORADABAD-244001,UTTAR PRADESH, INDIA		

In case of any change in communication details please inform us in writing enclosing self attested copies of latest address proof. Please check our website www.hdfc.com for acceptable address proof documents in KYC section.

For availing further disbursement, you can make requests/s at www.hdfc.com through your Web Userid :

*- Preemi interest,

***- Interest rate reset revision cycle.

Shall all remain subject to terms and conditions of the Loan Agreement executed by you.

The rate of interest is subject to any higher rate that may be prevailing at the time of subsequent/final disbursement.

Received below payment/s
Payable TO

	Cheque/DD No.	Pay Mode	Amount	Disb Dt
SARABJIT SINGH KOCHAR, A/C:11361600000598, HDFC BANK LTD	745291	CHEQUE	<u>HDFC बैंक मुद्रा</u> 500917	31-JUL-22
SURINDER KOCHAR, A/C:50100382240804, HDFC BANK LTD	745292	CHEQUE	500918	31-JUL-22
EMMAR INDIA LIMITED-COLLECTION ACCOUNT FOR HRIDAYAM AT EMMAR GOMTI GREENS, A/C:010572500000173, YES BANK LTD	745293	CHEQUE	2114576	31-JUL-22

Signature of Customer/s

Date :

C K LEGAL

OTHER REPRESENTATIVE

For HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

Authorised Signatory

Adv Ref : 6682242 .

विनय कुमार जायसवाल

SBI A/C 31846706570

DATE	PARTICULARS	CHEQUE NO	DEBIT	CREDIT	BALANCE
22.07.22	UPI/DR/220320582195/BP Petra/YE58/q55519 097873162093		2000.00		1008221.97Cr
22.07.22	AF 12492 SPECIALISED PM BRANCHI BARTI RTGS UTR NO: SBINR22022072201104320 SBINR0554757			7750000.00	2708221.97Cr
22.07.22	SANJIV JAISWAL S/O RAMA SHANKAR JAI NEFT UTR NO: SBIN222203191320 HDFC0001136 HDFC BANK LTD. SARABJIT SINGH KOCHER	597526	500000.00		2208221.97Cr
22.07.22	NEFT UTR NO: SBIN222203191699 HDFC0001136 HDFC BANK LTD. SARINDER KUCHER	597527	500000.00		1708221.97Cr
24.07.22	2708221.97Cr				1707407.68Cr

श्री. मनीष जी के पास

श्री. सखवीर कोण

श्री. मंगल सिंह कोण

01.08.22	24/07/2022: 220608237055 RTGS UTR NO: SBINR52022080197153209 HDFC0001136 HDFC BANK SARABJIT SINGH KOCHER	597532	750000.00		957407.68Cr
01.08.22	RTGS UTR NO: SBINR520220801997154475 HDFC0001136 HDFC BANK SARABJIT SINGH KOCHER	597531	750000.00		207407.68Cr
01.08.22	INS INPS/VCA/201314649562/XXXXXXXX5900CFC KCHQ.MOHANLALW1		47.20		160687.48Cr
01.08.22	INS INPS/VCA/221314650589/XXXXXXXX8004HFC KCHQ.MOHANLALW4		47.20		155967.28Cr
01.08.22	NEFT RTGS/22142273809797 RRTS0001PEP MCA200000-TREASURY			121938.00	129255.28Cr
02.08.22	UPI/DR/221462828457/01057250/yesb/010572		1.00		129252.28Cr

विवरणित
WayGenial
18/08/22

विनाय कुमार जायसवाल SBI A/C 31846706570

DATE	PARTICULARS	CHEQUE NO.	DEBIT	CREDIT	BALANCE
	897662162090				
	AT 17492 SPECIALISED PB BRANCH BASTI				
02.08.22	UPI/DR/221469700176/01057250/yesb/010572693870162098		7000.00		122252.28Cr
	AT 17492 SPECIALISED PB BRANCH BASTI				
02.08.22	UPI/DR/221469718876/01057250/yesb/010572099431162092		79564.00	अंतरण शुल्क	51688.28Cr
	AT 17492 SPECIALISED PB BRANCH BASTI				
02.08.22	CHQ TRFR FROM 031575483855 OF Mr. SUNIL JAISMAL AT 14405 ATRAULIA	872809		300000.00	331688.28Cr
	AT 14405 ATRAULIA				
02.08.22	NETT VIR NO: SBIN222214479888	597533	211023.60	स्टाम्प भुगतान	140664.68Cr
	UPI/DR/221469700176/01057250/yesb/010572693870162098				
	STOCK HOLDING CORPORATION OF INDIA				
03.08.22	UPI/DR/221586120891/KANHAJIYA/YESB/q33935692506162093		2.00		140662.68Cr
	AT 17492 SPECIALISED PB BRANCH BASTI				
06.08.22	HDF HDFC Lucknow				
09.08.22	UPI/DR/222135349489/Bilidesk/HDFC/bilide692473162098	597528	763.00		139899.68Cr
	AT 17492 SPECIALISED PB BRANCH BASTI		37.78		139861.90Cr
10.08.22	CMP MANDATE DEBIT RELIANCE NIPPON LIFE A		5000.00		
10.08.22	CMP SBIMF SIP-20699117-3466		5000.00		134861.90Cr
15.08.22	CMP MANDATE DEBIT ICICI MUTUAL FUND		5000.00		129861.90Cr
17.08.22	HDF HDFC Lucknow		5000.00		124861.90Cr
Unci Bal: 0.00	Clr Bal: 95882.90 Cr; MOD BAL: 0.00	597529	28979.00		95882.90Cr

स्वयंमाहित
 Vinay Kumar
 18/08/22

श्री सुनील भायखवात्र के बाले की क्षमाप्रति
 22/08/22 को रु. 17 लाख का भुगतान मेरे बाले में किया गया।

UNION BANK OF INDIA
 ATRAILIA
 AT PO BLOCK ATRAILIA TEHSIL BUDHANPUR
 DISTT AZAMGARH UTTAR PRADESH

FDI Branch, ATRAILIA, C/O ANAND BHANUJAN JAINWAL
 Account No. 34762210017123
 Customer ID 179478387
 Branch AC 1984
 Account Open Date 02-07-2014
 PAN/KYC Due Date 01-10-2020
 Registered Name UNANADA JAINWAL
 Account Type SBI
 Account Category Indiv
 Mobile 9819126488
 Email

Date 18-08-2022
 Address TOWN AREA ATRAILIA
 AZAMGARH UTTAR PRADESH
 ATRAILIA
 UTTAR PRADESH
 INDIA

BRANCH ATRAILIA
 IFSC UBI00034787
 MICR 20900013
 PHONE 05495-238519

STATEMENT AND SUMMARY OF YOUR ACCOUNTS FOR THE PERIOD FROM 01-07-2022 TO 18-08-2022

TRANSACTIONS DETAILS

Date	Description	Statement No	Withdrawal(Rs.)	Deposit(Rs.)	Balance(Rs.)
01-07-2022	Closing Balance				3,02,275.04
04-07-2022 08:17:18	34762210017123 IN F251				3,02,275.04
04-07-2022 09:07:49	8876482185159646348280			4,725.00	3,07,000.04
07-07-2022 16:01:35	NEFT TRANSFER TO C KUMARSH		25,000.00		2,82,000.04
09-07-2022 16:07:22	BY CASH			3,00,000.00	5,82,000.04
21-07-2022 13:07:40	STARAM PRAJAPATI		4,00,000.00		1,82,000.04
22-07-2022 11:07:44	NPQMS0020110005440000			3,00,000.00	4,82,000.04
22-07-2022 12:07:38	NEFT VINDHVA RAO RAJESH		10,000.00		4,72,000.04
29-07-2022 13:07:43	Change to FORD Customer			6,00,000.00	10,72,000.04
21-08-2022 13:07:42	RTGS TRANSFER FROM JAINWAL UN		18,47,000.00		1,83,530.04
26-08-2022 11:07:08	LC OF INDIA CURRENT ACCT	10024608	1,00,000.00		83,530.04
31-08-2022 13:07:15	Inter Recovery From 34762210	10024607	42,702.00		40,828.04
01-09-2022 13:08:34	LC OF INDIA CURRENT ACCT	10024609	12,700.00		28,128.04
11-09-2022 14:08:24	ATRAILIA FC	10024609	21,800.00		6,328.04
18-08-2022	Closing Balance			1,00,000.00	2,06,328.04

OTHER LINKED ACCOUNTS

SAVINGS

Scheme Type	Account No	Account Open Date	Status	Account Balance(Rs.)
SBI Savings Account	34762210017123	02-07-2014	Active	2,06,328.04

DEPOSITS

Scheme Type	Account No	Account Open Date	Balance Outstanding(Rs.)	Interest	Period	Maturity Date
TD Term Deposit	34762210017123	15-07-2015	87,400.00	2.45	91 months, 1 days	15-03-2028

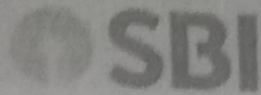
CARD

Scheme Type	Account No	Account Open Date	Sanctioned Limit	Outstanding(Rs.)	Overdue	Asset Classification	RQR%
LCI Loan Account	34762210017123	20-09-2017	8,70,000.00	3,42,538.85	0.00	Standard	7.75

OTHER DIGITAL PRODUCTS

Product Type	Linked or Not
UPI QR	Y
Direct Cash	N
Instant Banking	N

Union Bank of India is not responsible for any errors, omissions, delays, inaccuracies, or any other consequences arising from the use of this statement or any other financial product. The information is provided for your reference only and should not be used for any other purpose.



गोपनीय (Confidential) के बॉले की हान्यप्रति
02/08/22 को रु. 2,00,000 का अंशुल अडे डाले में बिना गया।

Account Name **W. SUNIL JAINWAL**
 Address H NO-48 2 KHAIRPUR FATEH
 nagar panchayat area
 AZAMGARH-221227
 H NO-48 2 KHAIRPUR FATEH
 Date 18 Aug 2022
 Account Number 000003157548385
 Account Description SBCHG-GEN-PUB-IND-RURAL-INT
 Drawing Power 0.00
 Interest Rate (% p.a.) 2.7000
 MCD Balance 0.0
 CIF No. 05047770095
 IFS Code SBIN0014405
 MICR Code 276002546
 Nomination Registered No
 Balance as on 1 Apr 2022 7,50,797.84

Account Statement from 1 Apr 2022 to 18 Aug 2022

Txn Date	Value Date	Description	Ref No./Cheque No.	Debit	Credit	Balance
22 May 2022	22 May 2022	BY TRANSFER- NEFT*PLNB02241100*PLNBND /142291461*AVANI PARESH LN-	TRANSFER FROM 3192413044306		8,221.95	2,50,077.84
22 May 2022	22 May 2022	BY TRANSFER- NEFT*PLNB02241100*PLNBND /142291290*AVANI PARESH LN-	TRANSFER FROM 1199060044304		1,921.00	2,51,998.84
25 Jun 2022	25 Jun 2022	CREDIT INTEREST--			1,269.00	2,53,267.84
8 Jul 2022	8 Jul 2022	CHEQUE DEPOSIT--611822	TRANSFER TO 30878051483 /611822		10,500.00	2,63,767.84
2 Aug 2022	2 Aug 2022	BY TRANSFER- RUPN22141782503973500000 35XX044295-	MAC00106744000 ? MAC00106744000 ?		50,000.00	2,13,767.84
2 Aug 2022	2 Aug 2022	CHEQUE WDL-CHEQUE TRANSFER TO-872879	TRANSFER FROM 31344708570 /872879	2,00,000.00		24,767.84

Please do not share your ATM, Debit/Credit card number, PIN and OTP with anyone over mail, SMS, phone call or any other media. Bank never asks for such information.

**This is a computer generated statement and does not require a signature

EMAAR INDIA

Nomination Letter

Ref No.-TL/GGL/725353/20220805162603148

Date :- 05-AUG-22

Mr. Vinay Kumar Jaiswal

Bilariaganj, Post-Bilariaganj, Bilariya Ganj
Azamgarh, 276121
Uttar Pradesh,
INDIA

Phone No - 91 8527590226

Subject - Nomination Confirmation for GGL-H2-48 at Gomti Nagar Extension, Sector - 7, Amar shaheed Path,
Lucknow, Uttar Pradesh.

Dear Mr. Vinay Kumar Jaiswal ,

We take this opportunity to welcome you to the Emaar India family.

In pursuance of the documents submitted by the previous owner Mr. SARABJIT SINGH KOCHAR , Co-owner
Mrs. Surinder Kochar and yourselves, we confirm having completed the nomination formalities on 05-AUG-22 for
the captioned unit.

Accordingly now the captioned property stands in the name of Mr. Vinay Kumar Jaiswal . We confirm having
received a total sum of Rs 5815084 /- towards the captioned property.

Your next installment for Rs. 2643220/- (GST as Applicable) shall be due and payable on On completion of
WMM Road Slab. A separate demand letter shall be sent to you 15 -20 days prior to due date.

Please find enclosed an endorsed set of original documents i.e.

- B Copy of the Buyer's Agreement
- Receipts

Should you require any other assistance, please get in touch with us at feedback@emaar-india.com or call us at
1-800-103-3643* , +91 124 4416306* (International customers).

Thanking You,

Yours faithfully,

For Emaar India Limited (Formerly Emaar MGF Land Limited)

Authorised Signatory

EMAAR INDIA LIMITED
(Formerly Emaar MGF Land Limited)
EMAAR BUSINESS PARK, MG ROAD, SIKANDERPUR CHOWK, SECTOR 28, GURUGRAM - 122002, HARYANA.
WITHIN INDIA: 1800 103 3643 (TOLL FREE) | INTERNATIONAL: +91 124 441 6306 (STANDARD ISD RATES APPLICABLE) | EMAIL: FEEDBACK@EMAAR.AE
BOARD NUMBER: +91 124 442 1155 | FAX: +91 124 479 3401
REGISTERED OFFICE: 306-308, SQUARE ONE, C-2, DISTRICT CENTRE, SAKET, NEW DELHI - 110 017. TEL: +91 11 4152 1155

EMAAR INDIA

Nomination Letter

Ref

No -TL/GGL/726363/2023080516260314

Date - 08-AUG-23

Mr. SARABJIT SINGH KOCHAR

B - 804, SHALIMAR EMERALD

14 KIPLING ROAD,

Lucknow - 226001

Uttar Pradesh,

INDIA

Phone No - 3288326

Subject - Nomination Confirmation for GGL-H2-48 at Gombi Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh.

Dear Mr. SARABJIT SINGH KOCHAR,


This has reference to the Unit bearing No. GGL-H2-48 in HRIDAYAM at Gombi Greens Project situated at Gombi Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow. Please note that as per your request letter we have in due compliance thereof, taken on record Mr. Vinay Kumar Jaiswal as the lawful owner for the aforesaid Unit.

You may note that from the date of issuance of this letter, you shall have no right/lien of any nature whatsoever on the allotment.

Kindly acknowledge the receipt of this Letter.

Should you require any other assistance, please get in touch with us at feedback@emaar-india.com or call us at 1-800-103-3643*, +91 124 4416306* (International customers).

Thanking You,
Yours Faithfully,
For Emaar India Limited (Formerly Emaar MGF Land Limited).


Authorized Signatory

EMAAR INDIA LIMITED

(Formerly Emaar MGF Land Limited)

EMAAR BUSINESS PARK, MG ROAD, SEKANDERPUR CHOWK, SECTOR 28, CURUCRAM - 122002, HARYANA.

WITHIN INDIA: 1800 103 3643 (TOLL FREE) | INTERNATIONAL: +91 124 441 6306 (STANDARD ISD RATES APPLICABLE) | EMAIL: FEEDBACK@EMAAR.AE

BOARD NUMBER: +91 124 442 1153 | FAX: +91 124 479 3401

REGISTERED OFFICE: 306-308, SQUARE ONE, C-2, DISTRICT CENTRE, SAKYT NEW DELHI - 110 017, TEL: +91 11 4167 1346

TRIPERTITE AGREEMENT



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

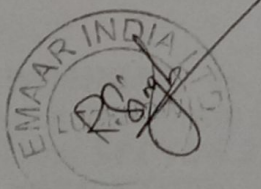
e-Stamp



Certificate No. : IN-UP57035476311059U
Certificate Issued Date : 30-Jul-2022 07:05 PM
Account Reference : NEWIMPACC (SV)/ up14152404/ MUFADABAD SADAR/ UP-MRD
Unique Doc. Reference : SUBIN-UPUP1415240406322168213024U
Purchased by : VINAY KUMAR JAISWAL SO MOHAN LAL JAISWAL
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : VINAY KUMAR JAISWAL SO MOHAN LAL JAISWAL
Second Party : HDFC LTD
Stamp Duty Paid By : VINAY KUMAR JAISWAL SO MOHAN LAL JAISWAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line



Vinay Kumar Jaiswal



Statutory Alert

- The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

construction of the Builder and the Builder's ability for timely completion and on time delivery of the Project;

AND WHEREAS the Builder has invited applications for allotment by sale of residential space in the said project for which various payment options have been offered to the customers, one of them being the **Construction Linked scheme** (hereinafter referred to as the "Option");

AND WHEREAS the Borrower has obtained from Builder the allotment letter/certificate for residential space. i.e House/Flat/Plot.

GGL - H2 - 48

(hereinafter referred to as the "**PROPERTY**") and also the permission to mortgage vide letter dated _____. The schedule of payment to the Builder dated ____ is annexed to this agreement.

AND WHEREAS the Borrower and the Builder have jointly approached HDFC for a Loan of Rs 80,00,000/- towards payment of the sale / purchase consideration of the property in the Project under the Option;

AND WHEREAS the Borrower has agreed to secure with HDFC the said property under finance as and by way of mortgage of all the rights, title, benefits that would accrue from the said property till the currency and term of the said loan to be advanced/advanced. The Builder also agrees and confirms that they shall take note of the said mortgage created by the Borrower and undertake not to create any third party rights or security interest of any sort whatsoever on the said property without the prior written consent of HDFC;

AND WHEREAS based on several representations made by the Borrower and the same being acknowledged and consented to by the Builder, the Lender granted a loan of Rs. _____/- (Rupees _____ only) to the Borrower, in terms of the Loan Agreement dated _____ (hereinafter referred to as the "Loan Agreement") duly executed by the Borrower;

AND WHEREAS HDFC based on such requests and representation, shall make disbursement periodically, which factor is hereby confirmed and acknowledged by the Borrower herein;



Vinay Bansal



AND WHEREAS HDFC has considered the said request with a clear understanding and an irrevocable undertaking by the Borrower that subsequent to the disbursements as requested by the Borrower, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrower and the Builder/Developer;

AND WHEREAS the Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder;

AND WHEREAS one of the conditions for HDFC sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduce and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower and the Builder such time this formality is complied with to the satisfaction of the Lenders and documents in evidence thereof are delivered to the Lenders there will be no disbursement pursuant to the Loan Agreement;

AND WHEREAS in consideration of HDFC agreeing to give loan to the Borrower, all the Parties have agreed as under.

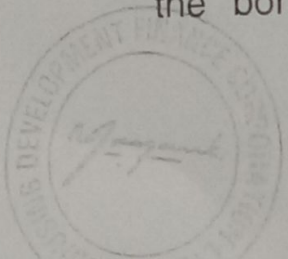
NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. The foregoing recitals as mentioned above are incorporated herein by this reference

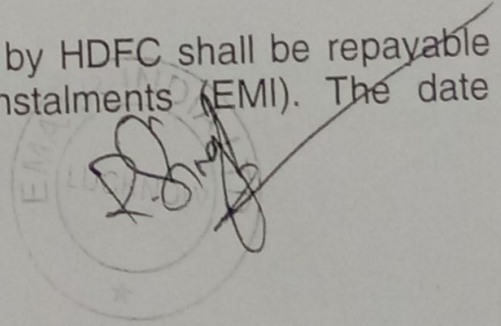
and constitute and integral part of this Agreement.

2. The housing loan advanced to the borrower by HDFC shall be subject to the borrower's repayment capacity as assessed by HDFC and shall be secured against the first and exclusive mortgage of the property to be acquired in the Project in favour of HDFC.

3. The housing loan advanced to the borrower by HDFC shall be repayable by the borrower by way of Equated Monthly Instalments (EMI). The date of



Vinay Chiswind



commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month. Till the commencement of EMI the borrower shall pay Pre-EMI, which is the simple interest on the loan amount disbursed calculated at the rate of interest as mentioned in the respective loan agreement of the Borrower

4. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the property to the Borrower by the Builder the Borrower shall be liable to pay to HDFC regularly each month the EMIs as laid down in the Loan Agreement to be signed by and between HDFC and the Borrower. The Borrower shall execute an indemnity and such other documents as may be required by HDFC in favour of HDFC in this regard.

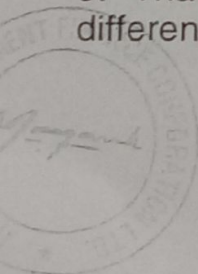
5. The Borrower shall ensure to pay to the Builder his own contribution in full i.e the cost of the property minus the loan amount being disbursed by HDFC before availing of the entire disbursement from HDFC.

6. That HDFC shall at the request of the Borrower and as per the stage of construction as assessed by HDFC, disburse the balance sale consideration to the Borrower by way of cheques drawn in favour of the Builder. Any balance payment or any payment towards escalation towards the cost of the property shall be made by the Borrower himself to the Builder.

7. That the Builder and Borrower hereby agree that they shall pay all necessary charges towards stamp duty, freehold conversion and transfer of the said property in their name, to the applicable Government body.

8. That the Builder shall not hand over the actual and physical possession of the said property to the Borrower before execution and registration of the said deed and the original registered sale deed shall be submitted to HDFC directly by the Builder to be kept by HDFC towards security for the said loan.

9. That if the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by HDFC and the actual purchase price



Uday Prasad

[Signature]

of the property, or in the event of death of the Borrower or in the event of cancellation of the property for any reason whatsoever the entire amount advanced by HDFC will be refunded by the Builder to HDFC forthwith. The Borrower hereby subrogates all his rights for refund with respect to the said property in favour of HDFC. This clause shall be applicable till the time the registered sale deed is handed over to HDFC by the Builder.

10. Further if the Borrower commits a breach of any of the terms and conditions of this Tripartite Agreement it shall be treated as an event of default under the Agreement for Sale / Allotment cum Agreement for sale or any such agreement or document signed by and between the Borrower and the Builder for the sale of the said property.

That in the event of occurrence of default under the Loan Agreement which would result in the cancellation of the Allotment as a consequence thereof and/or for any reason whatsoever if the allotment is cancelled, any amount payable to the Borrower on account of such cancellation shall be directly paid to HDFC. However it is further agreed between the Parties that such payment made by the Builder directly to HDFC shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan Agreement.

That the Borrower agrees that he/she unconditionally and irrevocable subrogates his/her right to receive any amount payable by the Builder to the Borrower in the event of cancellation in favour of HDFC—and that the act of payment by the Builder to HDFC under this clause shall amount to a valid discharge of the Builder of its obligation to pay the Borrower such cancellation amount.

Further that the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrowers contribution towards the purchase consideration paid to the Builder. Borrower's contribution for the purposes of this clause shall mean and include the difference between the total cost of the property and the Loan amount as mentioned above.

11. Further, the Builder, in the in the event of default of repayment as mentioned in clause 2 and 3_ hereinabove, shall on intimation by HDFC cancel the

Manoj Kumar

[Signature]

allotment of the Flat in favour of the borrower and refund all monies to HDFC directly under intimation to the borrower for appropriation and adjustment by HDFC against all monies due to it from the Borrower as mentioned above. This clause shall be applicable till the time registered sale deed is handed over to HDFC by the builder.

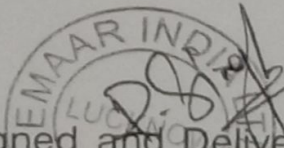
12. The Builder also confirms and undertakes that it shall submit to HDFC all documents for the Project as requested by HDFC and shall keep HDFC informed of the progress of the project and shall obtain a clearance from HDFC before handing over possession of the respective apartment to the borrower.

Winey Gaiswal

Signed and Delivered by the within-named Borrower

Mr./Mrs.

Winey Gaiswal



Signed and Delivered by the within-named
EMAAR MGF LAND LIMITED
By the hand of

Its Authorised Signatory

