

उत्तर प्रदेश UTTAR PRADESH

ET 955264

SETTLEMENT DEED

This deed of settlement is signed and executed at Lucknow on this 22<sup>nd</sup> Day of April, 2019. BETWEEN

M/s Ansal Properties & Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at 115, Ansal Bhawan, 16 K. G. Marg, New Delhi- 110001, hereinafter called the "First Party", which expression shall, unless repugnant to the context or meaning thereof, include their executor(s), administrator(s), successors-in-interest, permitted assign(s) and legal representative(s), acting through Mr. Samir Sahni, Sr. GM (Sales & Mktg.) and Mr. Samar Mandal Additional GM (Accounts) , of the one part.

AND

Mrs. Amrita Shukla W/o Mr. Anand Dwivedi & Mr. Anand Dwivedi S/o Mr. Prem Chandra Dubey R/o A-104 Laplace colony Opposite Saharaganj, Hazratganj, Lucknow, Uttar Pradesh, India (Present/Permanent Address 131, New Civil Lines, Opposite Awas Vikas Officers Colony, Lakhanpur, Kanpur-208024 Uttar Pradesh, India) hereinafter called the "Second Party", which expression shall, unless repugnant to the context or

First Party

Amrita Shukla  
Second Party

Sahni

&

Chandrabh

meaning thereof, include his legal heir(s), assign(s), legal representative(s) and administrator of estate of the other part; The First Party and the Second Party shall hereinafter be collectively referred to as the "Parties" and individually as "Party".

**WHEREAS:**

- 1 That Mrs. Amrita Shukla W/o Mr. Anand Dwivedi & Mr. Anand Dwivedi S/o Mr. Prem Chandra Dubey R/o A-104 Laplace colony Opposite Saharaganj, Hazratganj, Lucknow, Uttar Pradesh, India (Present/Permanent Address 131, New Civil Lines, Opposite Awas Vikas Officers Colony, Lakhanpur, Kanpur-208024 Uttar Pradesh, India) applied for allotment of a plot in one of the projects of the First party and was accordingly allotted plot no. 3804-P-01-0002 (approx. 336 sq. mtrs.) in Sector P, Pocket One situated at Sushant Golf City (Hi-Tech Township) Lucknow, Uttar Pradesh, India.
- 2 That pursuant to the said allotment, the second party paid the first party, on various dates, installments towards basic cost, etc., of the said Plot, amounting to a total of Rs. 2792191/- (Rupees Twenty Seven Lakh Ninety Two Thousand One Hundred Ninety One Only).
- 3 That due to un-avoidable circumstances both the parties have agreed to cancel the allotment of above said unit.
- 4 That the parties to the agreement have mutually arrived at a settlement, the second party is no longer interested in pursuing the dispute or any other related complaint and the parties have expressed their desire to end all the differences and disputes, by mutual consent, with effect from signing of this deed of settlement.
- 5 The parties hereto are desirous of and are hereby reducing in writing the terms and conditions of this deed of settlement.

**NOW THIS DEED OF SETTLEMENT WITNESSETH AS FOLLOWS:**

- 1 That the second party shall withdraw all the applications/ complaints/ cases against the first party pertaining to Plot no. 3804-P-01/0002 (approx. 336 sq.



First Party



Second Party




mtrs.) in Sector P, Pocket One, Sushant Golf City (Hi-Tech Township) Lucknow, Uttar Pradesh, India.


- 2 That the second party shall not pursue any of the applications/ complaints filed before any court, forum or tribunal against the first party in any manner and it shall unconditionally withdraw all such applications/ complaints as well as **allegations leveled against the Second party simultaneously** on signing of this deed of settlement.
- 3 That on signing of this deed, the second party shall cease to have any legal right to initiate any proceeding of whatsoever nature against the first party in any court of law or before any authority pertaining to Plot no. 3804-P-01/0002 (approx. 336 sq. mtrs.) in Sector P, Pocket One, Sushant Golf City (Hi-Tech Township) Lucknow, Uttar Pradesh, India.
- 4 That the second party made payment of Rs. 2792191/- (Rupees Twenty Seven Lakh Ninety Two Thousand One Hundred Ninety One Only). in respect of the earlier allotted Plot no. 3804-P-01/0002 (approx. 336 sq. mtrs.) in in Sector P, Pocket One, Sushant Golf City (Hi-Tech Township) Lucknow, Uttar Pradesh, India and is now ready to accept the Adjustment (Inclusive of compensation) of Rs.4388309.04/- (Rupees Forty Three Lakh Eighty Eight Thousand Three Hundred Nine & Four Paise only) as mutually agreed.
- 5 That the second party has taken a home loan from the LICHFL for the said unit 3804-P-01/0002, Sector P, Pocket One) hence all the original documents such as Builder Buyer agreement, allotment letter, payment receipts, TPA, PTM related to mentioned unit are with LICHFL.
- 6 That the second party hereby declares that all the original documents as stated in para 5 & NOC/LOAN Closure Certificate from LICHFL will be submitted to first party within 20 days from adjustment as stated in para 4.
- 7 That it is expressly agreed and understood by and between the parties hereto that the entire legal, financial and other liabilities of the parties upon each other, in respect of the Plot no. 3804-P-01/0002 (Approx 336 sq. mtrs.) in Sector P,



First Party



Second Party



Pocket One, Situated at Sushant Golf City (Hi-Tech Township) Lucknow, Uttar Pradesh, shall be duly discharged and settled in all respects on execution of this settlement deed.

8 That this Settlement Deed has been executed by the parties of their own volition and without any coercion or pressure by/from any third party. This Settlement Deed shall be executed in two counterparts and both shall be treated as original copies and each Party shall retain one copy for their record.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands on the day, month and year first above mentioned.

Signed, Sealed and delivered by  
**the Second Party**

*Amrita Shukla*  
Mrs. Amrita Shukla  
*Anand Dwivedi*  
& Mr. Anand Dwivedi

Signed, Sealed and delivered by  
**the First Party**

Mr. Samir Sahnj

For & On behalf of Ansal  
Properties & Infrastructure  
Ltd.

Mr. Samar Mandal

WITNESSES:

1.

2.

First Party

*Amrita Shukla*  
Second Party  
*Anand Dwivedi*

TO,  
THE VICE PRESIDENT  
SALES & MARKETING  
ANSAL PROPERTIES & INFRASTRUCTURE LIMITED  
LUCKNOW

DATED: 25.04.2019

SUB: Transfer/Adjustment of Amount to FSI of RR Dwellings Pvt. Ltd.

Sir,

As the undersigned have come to know that allotted plot no. P-0002(Sector/Pocket P-01) admeasuring 336 sq. meter (402 sq. yards) under phase-2 is still not available while the agreement was made on 26th Feb 2012 and the undersigned have also paid Rs. 2792192 (Rupees Twenty seven lacs ninety two thousand one hundred ninety two only) in the year 2012. On this amount, the undersigned is paying the EMI against loan to LIC Housing Finance Ltd. at compounded interest rate since 2012.

With reference to discussions with Ansal API officials, the undersigned and Ansal API have mutually arrived at a settlement, the undersigned is no longer interested in pursuing the dispute or any other related complaint. The undersigned has finalized the unit number M-1203 in Celebrity Garden Apartments situated at Sushant Golf City Lucknow for purchase from the FSI namely RR Dwellings Pvt. Ltd. Therefore it is requested to transfer/adjust the already paid amount (Inclusive of compensation) of Rs.43,88,309.04/- (Rupees Forty Three Lakh Eighty Eight Thousand Three Hundred Nine & Four Paise only) to FSI of RR Dwellings Pvt. Ltd.

The undersigned shall be grateful to you for an early action and disposal please.

Thanking you,

D.A: As Above

Yours Sincerely

*Amrita Shukla*  
25-4-19

(AMRITA SHUKLA)  
M: 8090004084

EMAIL: amritashukla1980@gmail.com  
: ananddwivedi1982@yahoo.co.in  
ADDRESS: 131 NEW CIVIL LINES  
LAKHANPUR, KANPUR -208024 (U.P)

*Anand Dwivedi*  
25.04.2019

(ANAND DWIVEDI)  
M: 8090001354

**ANSAL PROPERTIES AND INFRASTRUCTURE LTD**  
**CUSTOMER STATEMENT SIMPLE INTEREST**

Transaction From: 15-JUL-17 To: 15-JUL-17  
 Interest upto: 15-JUL-17  
 Run Date: 15-JUL-17 Int. Rate: 18 Grace Period: 15

CIN No. L45101DL1967PLC00459  
 Project: 3804-P BLOCK PLOTS - LUCKNOW Customer: 135433-MRS.AMrita SHUKLA  
 Unit No. 3804-P-01/0002 Address: 131 NEW CIVIL LINES OPP. AVAS VIKAS OFFICERS COLONY LAKHANPUR -U.P. KANPUR-208024,INDIA  
 Unit Type: SECTION - 336 SMT Mobile: 9415343332  
 Area: 14750 - JAI SHREE SHYAM Email: amritashukla1980@gmail.com  
 Broker: ASSOCIATES Co-Owner: ,ANAND DWIVEDI  
 PAN No: BXOPS2253P Reservation No. 65389  
 F/H Name: RAMAVTAAR SHULKA Offer Of Pos

Charge	Cost	Pay Plan	Unit Rate				
Basic Area Price	6204870.00	B					
<b>Charges</b>							
Trans Date	Due Type	Rep. No	Cheq. No	Cheq Date	Cheq. ClerDt	Debit	Credit
16-FEB-12	INV-3804 BASIC PRICE					930730.50	
16-FEB-12	INV-3804 BASIC PRICE	213212	176353	14-FEB-12	18-FEB-12		633150.00
22-FEB-12	INV-3804 BASIC PRICE	214154	176354	21-FEB-12	24-FEB-12		297580.50
22-FEB-12	INV-3804 BASIC PRICE	214154	176354	21-FEB-12	24-FEB-12		18994.50
31-MAR-12	INV-3804 BASIC PRICE	221676	539252	26-MAR-12	03-APR-12		601492.50
31-MAR-12	INV-3804 BASIC PRICE	221676	539252	26-MAR-12	03-APR-12		0.50
01-APR-12	INV-3804 BASIC PRICE					620487.00	
04-MAY-12	INV-3804 BASIC PRICE	228131	542598	28-APR-12	05-MAY-12		570848.50
04-MAY-12	INV-3804 BASIC PRICE	228131	542598	28-APR-12	05-MAY-12		620486.50
16-MAY-12	INV-3804 BASIC PRICE					620487.00	
30-JUN-12	INV-3804 BASIC PRICE					620487.00	
17-JUL-12	INV-3804 BASIC PRICE						49638.50
Balance:-				0.00	Sub Total	2792191.50	2792191.50
Balance:-					Sub Total		0
TotalBalance:-				0.00	Grand Total	2792191.50	2792191.50
							0

InstNo	Charge	Inst. Description	Due Date	Due Amount
1	Basic Area Price	At the time of allotment	16-FEB-12	930730.50
2	Basic Area Price	Within 45 days from the date of allotment	01-APR-12	620487.00
3	Basic Area Price	Within 90 days from the date of allotment	16-MAY-12	620487.00
4	Basic Area Price	Within 135 days from the date of allotment	30-JUN-12	620487.00
5	Basic Area Price	On laying of Motorable road in the front of the Plot		620487.00
6	Basic Area Price	On laying of Storm Water Drain in front of plot		620487.00
7	Basic Area Price	On laying of Sewer line in front of plot		620487.00
8	Basic Area Price	On laying of Water Line in front of plot		930730.50
9	Basic Area Price	On laying of Electric Cable in front of plot		620487.00
10	Basic Area Price	At the time of offer of Possession		3102435.00
				3102435.00

**Charge Wise Due and Receipt Summary**

Charge Type	Due	Receive	Balance
Basic	2792191.5	2792191.5	0

**ANSAL PROPERTIES AND INFRASTRUCTURE LTD  
CUSTOMER STATEMENT SIMPLE INTEREST**

Age Type

Total: Due 2792191.5 Receive 2792191.5 Balance 0

Unapplied/Advance	Receipt No	Amount	Cheque No	Cheque Date
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Interest Charges	Invoice No.	Due Type	Due Date	Receipt date	Outstandin Amt	No.Of Days	Interest
	326997	INV-3804 BASIC PRICE	30-JUN-12	17-JUL-12	49638.5	2	48.96
							Interest Due :- 48.96
							Additional Int. :- 0.00
							Interest Waver :- 0.00
							Interest Receive :- 0.00
							Pay Balance :- 48.96

The total Interest liability as on run date as mention in the letter as total Balance (48.96)

**Dishonored Payments**

Rev No.	Rev Chq No.	Rev Recpt Dt	Rev Amt	Reversal Date	Reversal Reason Code
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TO,  
THE AREA MANAGER  
LIC HOUSING FINANCE LTD.  
LUCKNOW

DATED: 15.05.2019

SUB: Foreclosure of Loan Account & Issuance of Foreclosure/No Objection Certificate

Sir,

This is to state that the undersigned(s) is having Loan Account No. 110200001667 with your Branch. The undersigned(s) is now willing to shift the outstanding Loan amount/Balance to State Bank of India. Therefore, it is requested to provide the demand note for payment/shifting of outstanding Loan amount to State Bank of India and issue the foreclosure /No Objection certificate accordingly.

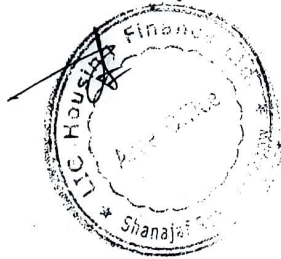
Thanking You,

Yours Sincerely

*Amrita Shukla* *Anand Dwivedi*

(Amrita Shukla) (Anand Dwivedi)  
LOAN A/C No.- 110200001667  
FILE No.-1102001833  
ADDRESS: 131, NEW CIVIL LINES  
LAKHANPUR, KANPUR  
208024 (U.P)  
M:8090001354  
M:8090004084

Sir,  
Kindly do the  
needful.



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14 NA/AF ROAD HAZARAT GANJ LUCKNOW-226001  
No: 1102001933

Date: 29/02/2012

MR. AMRITA SHUKLA / MR. ANAND DWIVEDI  
NO. 4-124, LAFLACE COLONY,  
SAHARAGANJ HAZRATGANJ,  
LUCKNOW,  
UTTAR PRADESH - 226001

Sr. Madam

We pleased to inform you that we have 'In Principle' approved a HOUSING LOAN as per terms and conditions mentioned here

Scheme : Gaha Prakash  
Loan Amount : Rs. 40,00,000.00  
Rupees Forty Lakh only  
Rate of Interest : New-Freedom (Floating)  
Current LHLR : 14.40 %

SNo.	Rate Type	Tenure	Spl. Offer Rate	Spread(Discount)
1	Floating Rate	1-180 months	10.40 % pa	340

Rate of Interest of 10.40% will be applicable for 3 months or next review date as per clause 2.2a of terms and conditions of Home Loan Documentation kit. Thereafter, applicable rate will be LHPLR minus 340 bps.

Term : 180 Months  
Purpose : Purchase of Plot  
Repayment Terms -  
Frequency : Monthly  
Equated Monthly Installment : Rs. 43,969.00  
Rupees Forty-Three Thousand Nine Hundred Sixty-Nine only  
No of EMIs : 180 Months  
Total Upfront Fees : 20,000.00 + Service Tax as Applicable  
(Rupees Twenty Thousand only)  
Commitment Fees : As applicable from time to time.  
Security : As may be decided by LICHL at its sole discretion  
Charges on prepayment : Under floating rate period, prepayment charges are not applicable. Under fixed rate period, the prepayment charges will be Nil if paid from own sources else 2.00 % on the loan amount prepaid + ST (The company reserves the right to call for necessary documents as an evidence of source of funds.)

You are required to make payment of non refundable upfront fees as mentioned in clause (7) above through Cash/Cheque/Demand Draft marked 'payee's account only' in the name of 'LIC Housing Finance Ltd.'. In case you have already paid this amount kindly ignore this clause. Please sign the duplicate copy of this letter in token of your acceptance of the terms and conditions mentioned herein and contact us for execution of Loan Agreement and to complete the necessary formalities.

The sanction of the Loan amount will be subject to the following additional conditions

1. CLEAR MARKETABLE TITLE, All APF condition, cehi u/l, fi, comp, app, form, SOUND GUARANTOR, etc,  
2. HOME LOAN GP SCHEME

We would be happy to expedite the disbursement of the loan and request to contact our Office at LUCKNOW to complete the necessary formalities required by LICHL.

We look forward to a long lasting relationship with you.

If we accept the above terms and conditions

Yours faithfully,

MR. AMRITA SHUKLA, Manager, LIC Housing Finance Ltd., Lucknow

*Amrita Shukla*  
*Chandra*  
*Chandra*