

Dated: 09.10.2020

INTRODUCTORY NOTE IN THE CASE OF "PRE-REGISTRATION STAGE" TRANSFERS

INTRODUCTORY NOTE:

In terms of the order dated 21.09.2020 passed by the Hon'ble Supreme Court, further to mitigate the problems of certain Amrapali Home Buyers, it is, as per Committee approval, decided to allow the "pre-registration stage" transfers on a specific request made by the concerned Amrapali Home Buyers. It is decided by the Committee that the facility of such "pre-registration stage" transfers will not be available to the following categories of allottees of the Amrapali projects:-

- (i) Vendors/ Contractors;
- (ii) Investors;
- (iii) Financiers;
- (iv) Payment adjustments by way of JVs etc.
- (v) Ex-Employees of Amrapali etc.

However, in all other cases of "pre-registration stage" transfers, owing to recoverables from Home Buyers and approving of a price lower than the cost of Unit in large number of cases by Amrapali, additional requirements of indemnification from the transferor(s) and the transferee(s) is felt to be utmost important in order to recover the same in due course. It is thus decided to modify the requirement of certain documents/ papers in the course of allowing "pre-registration stage" transfers sought by the Home Buyers. The following requirements would be necessary while admitting any case of such pre-registration transfers:-

(A) APPLICATION REQUEST:-

An application from the Allottee(s)/Transferor shall be made to the Court Receiver-Amrapali, seeking prior approval for pre-registration transfers

along with consent of the intended buyer of the Flat/Unit in a duly drawn agreement of sale along with proof of payments of administrative charges deposited into UCO Bank portal.

It is clarified that the Application accompanied with copy of documents shall be verified to the satisfaction of its correctness and payment towards cost of flat in the first instant. Thereafter the Applicant shall be informed accordingly. Only after receipt of confirmation from the Office of Receiver, the relevant administrative charges will be deposited into the UOC Bank portal. After payment of the administrative charges with proof of successful credit into the Bank Account, the Applicant will be informed to come for final verification of documents with the Original documents and subsequent course of transfers.

(B) **ADMINISTRATIVE CHARGES:-**

- 1) An administrative charge @ **Rs.200/- per sq.ft.** in the case of property in Noida and Ghaziabad areas and **Rs.150/- per sq.ft.** in the case of property in Greater Noida would be charged prior to admitting the application for pre-registration charges. The charges are subject to change as the Committee may decide from time to time.
- 2) The administrative charges would be payable by way of Cash/Cheque/Demand Draft and any other electronic mode. into UCO Bank. The account details of UCO Bank for deposit of the administrative charges is as follows:-
 - a) Pay into Bank name : UCO Bank, Supreme Court Complex, New Delhi
 - b) Name of Account : AMRAPALI RECEIVER ADMINISTRATIVE CHARGE EXPENSE ACCOUNT
 - c) Account No. : 02070210003282
 - d) IFSC Code : UCBA0000207

(C) **CONTENTS OF AGREEMENT TO SELL, TO BE ADDED WITH FURTHER CONDITIONS:-**

- 1) The Agreement to Sell shall be of current date(s), containing among other usual conditions, terms of payment etc., shall also contain the following further conditions,-

“(a) That I/We, both the Allottee(s)/Transferor and the Transferee to this Agreement to Sell do hereby fully agreed and undertake to compensate the Receiver-Amrapali any enhancement or increase in the rate per Sq.Ft. of Super Builtup Area of my/our said Unit/ Flat, as may be determined and decided by the Hon’ble Supreme Court at any subsequent time, in terms of the reports of Forensic Auditors.

(b) That I/We, both the Allottee(s)/Transferor and the Transferee to this Agreement to Sell do hereby further agree and undertake to compensate the Receiver-Amrapali with respect to sale of said Flat/Unit, as observed by Forensic Auditors being at a price lower than the prevailing rate and/ or lower than the Flats sold at the same time to other allottees.

(c) That I/We, both the Allottee(s)/Transferor and the Transferee to this Agreement to Sell do hereby agree and undertake to pay and fully compensate the Receiver-Amrapali any differential amount/ Recoverable, if any, as may be determined by the order of the Court.

(d) That the Transferee(s) to this Agreement to Sell do hereby agree and undertake that subsequent registration of Sale Deed/ Tripartite Agreement and its further release are subject to the above conditions. I/We, the Transferee(s) also hereby agree and accept that till such a time the recourse of the issue of lower price or under value has not been settled, I/We, the Transferee(s) undertake not to resale or transfer the said Flat/ Unit without prior approval of the office of the Receiver.”

2) **SEPARATE AFFIDAVIT BY ALLOTTEE(S):**

A separate affidavit from the Allottee(s)/ the Application for transfer Transferor among other contents of his/her ownership in the Flat intended to be transferred, shall further declare the following in the affidavit to accompany.

- (i) I/We, are the original allottee(s) of Flat No..... Tower No....., in Amrapali Sapphire, Phase-1, Sector-45, Noida, Uttar Pradesh.
- (ii) I/We, are given possession of the Flat and are also duly in possession of all the documents issued in original in respect of the above said Flat No... nothing has been concealed, misrepresented or presented otherwise.
- (iii) That I/We, are propose to sell the Flat duly after payment of all our dues in respect of the above said Flat for which an application for pre-registration stage transfer has been filed for kind approval of Court Receiver.
- (iv) That I/We hereby affirm and declare that the entire cost of the above said Flat has been paid from our resources without any outside assistance/ finance.
- (v) That I/We have NOT taken any loan or in part for payment of the total cost of above said Flat from any BANK/ FINANCIAL INSTITUTIONS/LICHFL/ORGANISATIONS/HOUSE BUILDING ADVANCE etc.
- (vi) Or that I/we have availed a part of payment financed by such any BANK/FINANCIAL INSTITUTIONS/LICHFL/ORGANISATIONS/HOUSE BUILDING ADVANCE, which have still stand fully repaid and a copy of NOC/Closure certificate issued by such BANK/ FINANCIAL INSTITUTIONS/LICHFL/ORGANISATIONS/HOUSE BUILDING ADVANCE is enclosed herewith.

(vii) That I/We hereby collectively undertake to indemnify that in case of any adverse claim from any such of the institutions/banks as mentioned herein above or otherwise from any other sources, the Original Title Deed/ Sale Deed is liable to be recalled from me/us in complete as may be intimated.

(viii) That I/We collectively hereby affirm and confirm that the statements averred herein above are true and correct to the best of my/our knowledge and nothing has been concealed. In case of any of my information stated herein above is incorrect, false, or misleading, I/We hereby collectively express our consent for CANCELLATION of the registration of the Title Deed/Sale Deed of my/our flat mentioned herein above forthwith”.

(D) **DOCUMENTS REQUIRED TO BRING-IN FOR PRE-REGISTRATION TRANSFERS:**

Following further documents shall be produced before the Office of the Receiver along with Application for doing the do needful for the pre-Registration transfers:-

- a) An application request from Seller requesting for transfer addressing to the Court Receiver-Amrapali, Supreme Court of India. As per format given below:-

Dated: .././....
To The Court Receiver-Amrapali Supreme Court of India
Sub: Request for Pre-Registration Stage Transfer of Sale of my Flat No..... in Amrapali (project name)
Dear Sir,
I have been allotted a Flat in Amrapali (project name) Flat No..... Tower No.....

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TOTAL						(...)	(...)	(...)

- g) Payment Receipts supported with Bank Statements.
- h) Original No Objection Certificate issued by Amrapali;
- i) Original Possession Letter issued by Amrapali;
- j) Original/Copy of Key Handover letter issued by Amrapali;
- k) Affidavit (as stated herein above);
- l) Agreement to Sell supported with details of payment made to Allottee(s)/Transferor by the Transferee along with supporting Bank Statements;
- m) Any other letters/correspondence issued or received from Amrapali group company;
- n) ID proof(s), viz. Adhar Card, PAN card of both Transferor(s) and Transferee(s);
- o) Contact details, Telephone no./Mobile No./e-Mail IDs of both Transferor(s) and Transferee(s);
- p) Two photographs of each of the Transferor(s) and Transferee(s);
- q) All concerned Transferor(s) and Transferee(s) must in present at the time transfers being made.

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