

उत्तर प्रदेश UTTAR PRADESH

FS 675028

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') entered into on 11th day of November, 2020.

BETWEEN

LIC HOUSING FINANCE LIMITED, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Rold, Mumbai - 400 001, and Back Office at New Delhi, LIC Housing Finance Ltd, Lakshmi Insurance Building, Asaf Ali Road, New Delhi.

(hereinafter referred to as the "Bank")

AND

Mr. R. Venkataramani, Senior Advocate and Learned Court Receiver, having his office at 4B, 6, Dr. A. P. J. Abdul Kalam Road, New Delhi-110011 (hereinafter referred to as "Court Receiver")

WHEREAS

A. The Hon'ble Supreme Court vide its judgment and order dated 23.07.2019 in the matter of Writ Petition No. 940 of 2017, Bikram Chatterji & Ors. vs. Union of India & others had while cancelling the lease of all the Amrapali projects situated in NOIDA and Greater NOIDA appointed, Mr. R. Venkataramani, Senior Advocate as the Court Receiver and vested the lease along with all the rights and obligations in the Court Receiver. Further, the Hon'ble Supreme Court appointed National Building Construction Corporation ("NBCC") to complete the various projects in a time-bound process and hand over the possession of the flats to the homebuyers.

NAMEEN KUMAR SINHA Managar (Credt Monitoring) LIC Housing Finance Ltd. Back Office, Delhi

Page 1 of 4

R. VENKATARAMANI
SENIOR ADVOCATE- SUPREME COURT
OFF & RES HOUSE NO.C-240
SECTOR-44, NOIDA-201 301 (U.P.)

- B. The Hon'ble Supreme Court further directed the Homebuyer(s)/Borrower(s) to deposit the outstanding amount under the Agreement with Amrapali companies within 3 months from the date of the order in the UCO Bank Branch, Supreme Court of India, which was to be invested in the fixed deposit and to be disbursed under the order of Supreme Court on phase-wise completion of the projects/work by the NBCC.
- C. Further, the Hon'ble Supreme Court vide its order dated June 10, 2020 directed all the Banks to disburse the balance outstanding loan amount sanctioned to the Homebuyer(s)/Borrower(s), irrespective of them being regular or non-performing asset as per the RBI guidelines.
- D. Further, the Banks, the Homebuyer(s)/Borrower(s) and the Amrapali group companies had earlier executed a Tripartite Agreement setting out the rights and obligations of each of the parties in relation to release of loan amount, construction, registration and creation of equitable mortgage on properties of the Homebuyer(s)/Borrower(s).
- E. In continuation to the terms of the existing sanction term and conditions set out in the Home Loan Agreement executed between the Bank and Homebuyer(s)/Borrower(s) and in order to only substitute the Tripartite Agreement, the Bank(s) and the Court Receiver have agreed to enter into the present MoU of general application to secure the rights and obligations of the Bank(s) and the Court Receiver. Further, the Homebuyer(s)/Borrower(s) have agreed to endorse, adhere to and execute the present MoU.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1) OBLIGATIONS OF THE BANK:

- a. The Bank shall disburse, subject to adherence of sanction terms and conditions, the loan amount to the Court Receiver by credit to the account maintained and operated by the Court Receiver's at the Branch of UCO Bank, Supreme Court of India, Tilak Marg, New Delhi-110001, in lump sum or otherwise within the time specified in the construction schedule prepared by NBCC and uploaded from time to time at the website www.receiveramrapali.in or as and when requested by the Court Receiver by a written notice to Bank. The construction schedule is part of and annexed to this MoU.
- b. All housing loan accounts sanctioned for Amrapali group Projects wherein the Hon'ble Supreme Court has appointed National Building Construction Corporation ("NBCC") for completion in a time bound manner and uploaded from time to time at the website www.receiveramrapali.in shall be considered for disbursement, subject to adherence of sanction terms and conditions under the present MoU.
- c. All such housing loan accounts wherein partial disbursement of the sanctioned amount was made at the time of booking and remaining disbursement is to be made as and when requested by the Court Receiver and all such housing loan accounts wherein partial disbursement of the sanctioned amount was made at the time of booking but the accounts have already been closed and fresh requests have been raised for the undisbursed amount shall be considered for disbursement, subject to adherence of sanction terms and conditions under the present MoU.

2) OBLIGATIONS OF THECOURT RECEIVER:

Back Office, Delhi

Page 2 of 4

R. VENKATARAMANI
SENIOR ADVOCATE- SUPREME COURT
OFF & RES HOUSE NO.C-240
SECTOR-44, NOIDA-201 301 (U.P.)

- a. As soon as the construction of the property is completed and sale deed is registered, the Court Receiver shall upload the details on the website www.receiveramrapali.in. The Court Receiver will make arrangement for providing to the Bank, the original, executed, duly stamped and registered agreement for sale, original registration receipt and letter of authority from Sub-registrar and/or sale deed in favour of the Homebuyer(s)/Borrower(s) within a period not exceeding 30 days from the date of registration. In the event, the Homebuyer(s)/Borrower(s) requests for cancellation of the allotment/Agreement for sale, the Court Receiver will inform the Bank and the Homebuyer(s)/Borrower(s) undertakes to refund the loan amount disbursed without any protest, directly to the Bank by Banker's Cheque or Demand Draft, favouring the Bank for credit to the Homebuyer(s)/Borrower(s) Home Loan account. It is agreed by the Court Receiver that the obligation of the Bank to disburse the loan amount will only arise if the Homebuyer(s)/Borrower(s) has paid his stipulated margin amount.
- b. NBCC is under the obligation to complete the construction in terms of its work schedules the receiver ensures that any deviation or delay in the above regard shall be resolved by obtaining the orders of the court and safeguarding the interest of the banks.
- c. In the event of any default on the part of NBCC to complete the construction/project in terms of Appendix A, the Bank shall have right to enforce its proportionate security interest in respect of the said property/flat by filing appropriate application before the Hon'ble Supreme Court. The Receiver or the committee appointed by the court have no personal or other liability in respect of any default or delay in the project or any mistake, misrepresentation, default or fraud by the home buyer.
- d. The Court Receiver shall not change the said flat/house allotted to the Borrower(s) without the written permission of the Bank.
- The Court Receiver hereby agrees, undertakes and confirms that the proceeds of the loan shall be utilized specifically for construction of the property.
- f. The Court Receiver shall direct the Homebuyer(s)/Borrower(s) to ensure that at their own cost, an appropriate insurance cover is taken for the under-construction apartment against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risk, civil commotion and terrorism and other acts of God for such other risks for its full market value until it is completed in all respects and handed over to the Homebuyer(s)/Borrower(s).

3) STAMP DUTY & OTHER CHARGES:

All stamp duties and charges payable for registration of the deed of conveyance or transfer and also on deed of mortgage or charge shall be paid by the Homebuyer(s)/Borrower(s). If the Homebuyer(s)/Borrower(s) desires to withdraw from the agreement or in the event of cancellation of allotment of the property for whatsoever reasons or if he/she/they fail(s) to pay the balance amount being the difference between the loan sanctioned by the Bank and provisional/final price of the property or the contract between the Court Receiver and the Homebuyer(s)/Borrower(s) is terminated or rescinded for whatever reasons, the Homebuyer(s)/Borrower(s) shall refund the entire amount received by him/her along with interest to the Bank.

4) GOVERNING LAW:

The provisions of this Agreement shall be governed by, and construed in accordance with the laws of India in all respects, including matters of construction, enforcement and performance and the Supreme Court of India shall have exclusive jurisdiction to adjudicate on any matter arising from or relating to the agreement.

Page 3 of 4

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LIC Housing Finance Ltd.
Back Office, Dethi

RESPONSATA CONTRACTOR ADVOCATE-SUPREME COURT
OFF & RES HOUSE NO C-210
SECTOR-44, NO DA-200

5) NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in writing and in English Language and shall be sent by personal delivery or post or courier or facsimile to the addresses given in the name of parties above.

6) ASSIGNMENT:

This Agreement shall not be assigned by any party without prior written consent of the other parties provided that the Bank shall be entitled to assign the rights and obligations to any of its affiliates/subsidiaries and such other parties. However, the Bank shall put a notice of such assignment to the Court Receiver/Homebuyer(s)/Borrower(s).

7) Thus MOU shall be duly endorsed by respective home buyers which shall be part of this MOU.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year hereinabove mentioned.

NAVEEN KUMAR SINHA (LIC Housing Finance Ltd.

Lakshmi Insurance Building Asaf Ali Road, New Delhi.

COURT RECEIVER

(Authorized Signatory)

R. VENKATARAMANI SENIOR ADVOCATE-SUPREME COURT OFF & RES HOUSE NO. C-240. SECTOR-44, NOIDA-201 301 (U.P.)

DETAILS OF AMRAPALI PROJECTS ALONG WITH COMPLETION SCHEDULE & SCHEDULE OF BALANCE PAYMENT BY HOME BUYERS

	THE			1	G	ROUP-1		
SI.No.	Project Name	Cot of Construction incl. 8% PMC & GST on PMC (in Cr.)	Yotal top, of Flat	The second state of the second state of the second	Likely Handing over Schedule	Likely Completion	Likely Balance Receivable from Home buyers (in Cr.)	Schedule of balance payment by Individual Home buyer (as per the balance dues)
1	Zoriet, Norde	70.48	2230	Work is under execution	Jan. 1021 - 90 Flats His: 2021 - 247 Flats Apr. 2021 - 293 Flats	May-21	26.56	
2	Saphine 1, Noise	21.16	1013	Wark is	Jan. 2021 - 09 Flats Mar. 2021 - 07 Flats Apr. 2021 - 16 Flats	May-21	11.25	
3 4	Saphre-2, Norte	61.23	1300	under execution	Feb.7021-49 Flats 30 Apr 2021-160 Flats 31 May 2021-341 Flats	Jun-21	37,69	All the Home Buyers to their outstanding dues in 04 (four) inquir installments under: 1. By 31-Aug-2020- 25% of balance outstanding dues. 2. By 30-Nov-2020- 25% of balance outstanding dues.
	Overa	83.5	2464	Work is under execution	Feb. 2021-31 Flats 30 Apr 2021-149 Flats 31 May 2021-470 Flats	ha-71	19.99	By 31-May-2021 25% of balance outstanding dues. By 31-May-2021-25% of balance outstanding dues. If the work is committed to be a
	incely Estate,	19.98	919	Work is under the cution	Jan 2021 - 46 Flats March 2021-37 Flats 30 Apr 2021 - 236	May 21	29.17	home buyer through the Ld. Court Receiver Blog/Webute, efter intenation theyer have to depose the belance outstanding dues within one month of a intenation.

NAVEEN KUMAR SINHA Manager (Credit Monitoring) LIC Housing Finance List Back Office, Delhi

R. VENKATARAMANI
SENIOR ADVOCATE- SUPREME COURT
OFF & RES HOUSE NO. C-240
SECTOR-44, NOIDA-201 301 (U.P.)

	TO STATE OF	1		T.	G	ROUP-1		
\$1.No.	Project Name	Cot of Construction	Tutal no. of Flat	Present Status of Work	Likely Handing over Schedule	Likely Completion	Likely Balance Receivable from Home buyers (in Cr.)	Schedule of balance payment by Individual Home buyer (as per their balance dues)
	Platinum & Titanum, Noide	18.84	964	Work s under execution	Feb. 2023: 41 Flats 30-Apr-2021-12 Flats May: 2021-135 Flats	Am-21	19.57	All the name fluyers to their outstanding ilves in 04 (four) equal installments a under: 1. By 31 Aug-2020- 25% of balance outstanding dues. 2. By 30-Nov-2020- 25% of balance outstanding dues.
7 1	orsure Valus lites, Gr. Noids	108-96	200.7	Work is under execution	30-Apr-2021 - 200 Villes 30-Apr-2021 - 401 Villes	Jul-21	54.52	By 31-May 2021- 25% of belance outstanding dues. By 31-May 2021- 25% of balance outstanding dues. If the work is compared before schedule, the same will be intimated to the hume buyer through the Ld. Court Receiver Blog/Website, after intimation the buyer have by deposit the balance substanding dues within one month of the intimation.

NOTE

1. The effect of COVID-19 has already been considered in the completion. The Sites have been remobilized but with the very less workforce which may likely to increase with the passage of time. The works of common facilities is also taken up.

2. The above completion is tentative, may change as per the site condition and also depending upon the availability of funds, the completely depends on the balance fund deposition by the 3. The works are being completed in phases & accordingly the allottee of individual flat has to make full payment within 01 month from the date of publication on the Receiver's Blog/Website.

4. The flats which are being completed in phases, the home buyer shall have to make full payment 01 month before the completion as mentioned in the schedule. They will be intimated well in advance. 5. In case Home buyers does not pay the installments as per the given schedule then the home buyers has to pay the entire amount subject to direction of Hon'ble Supreme Court.

NAVEEN KUMAR SINHA Manager (Credit Monitoring) LIC Housing Finance Ltd. Back Office, Delhi

SENIOR ADVOCATE- SUPREME COURT OFF & RES HOUSE NO. C-240 SECTOR-44, NO!DA-201 303 [U.P.]

DETAILS OF AMRAPALI PROJECTS ALONG WITH COMPLETION SCHEDULE & SCHEDULE OF BALANCE PAYMENT BY HOME BUYERS

-				-	G	ROUP-2		
SI.No.	Project Name	Cet of Construction incl. 8% PMC B GST on PMC (in Cr.)	Total no. of Flat	Present Status of Work	Likely Handing over Schedule	Likely Completion	Likely Balance Receivable from Home buyers (in Cr.)	Schedule of balance payment by Individual Home buyer (as per their balance dues)
N:	Oream Valley Villes, Gr. Noida	178.48	379	Work is under execution	July 2031- Tower At, A2, B1, B2 8 A30 Nov. 2021- Towers A3 to A9, A11 to A13, B3, B4, C1 8 C2 -17	Jan-22	49.63	All the Home Buyers to their outstanding dues in 10 (Ten) equal installments as under 1. By 31-Aug-2020- 10% of balance outstanding dues. 2. By 31-Oct-2020- 10% of balance outstanding dues. 3. By 31-Dec-2020- 10% of balance outstanding dues.
2	Silicon Pri-J., Noida	138.49	m21.	Work is under execution	30-Jun-2021 Tower B1 126 Plats Aug 2021 Tower A1 152 Plats Oct 2021 Tower 2-151 Plats Dec. 2021 Tower Y-151 Plats Pett 2022 Tower W-126 Plats April 2022 Tower X-160 Plats	Jun-23	77.54	4. By 28-Feb-2021-10% of balance outstanding dues. 5. By 30-Apr-2021-10% of balance outstanding dues. 6. By 30-3pp-2021-10% of balance outstanding dues. 7. By 31-Aug-2021-10% of balance outstanding dues. 8. By 31-Oct-2021-10% of balance outstanding dues. 9. By 31-Dec-2021-10% of balance outstanding dues. 10. By 30-Apr-2022-10% of balance outstanding dues. If the work is completed before schedule, the same will be intimated to the home buyer through the Ld. Court Receiver Blog/Website, after strington the buyer have to deposit the balance outstanding dues within one month of the intimation.

	10				G	ROUP-2		
St.No.	Project Name	Cot of Construction incl. 8% PMC & GST on PMC (in Cr.)	Total no. of Flat	Present Status of Work	Likely Handing over Schedule	Likely Completion	Likely Balance Receivable from Home buyers (in Cr.)	Schedule of balance payment by Individual Home buyer (as per their balance dues)
3	Centurian Park Low Rise, Gr. Noida	184.41	680	Work to under execution	Oct. 2021 - Tower F16 - 200 Flats	/Jul-22	35.45	All the Home Buyers to their outstanding dues in 10 (Ten) equal installments as under 1. By 31-Aug-2020- 10% of balance outstanding dues. 2. By 31-Oct-2020- 10% of balance outstanding dues. 3. By 31-Dec-2020- 10% of balance outstanding dues. 4. By 28-Feb-2021- 10% of balance outstanding dues. 5. By 30-Apr-2021- 10% of balance outstanding dues. 6. By 30-Jun-2021- 10% of balance outstanding dues. 7. By 31-Aug-2021- 10% of balance outstanding dues. 8. By 31-Aug-2021- 10% of balance outstanding dues.
	O2 valley, Gr. Noida		800		Jan 2022 - Tower #15 - 200 Flats 31 - May - 2022 - Tower F17 & F18 - 400 Flats		47.78	9 By 31-Dec-2021 10% of balance outstanding dues. 10 By 30-Apr-2022- 10% of balance outstanding dues. If the work is completed before schedule, the same will be intimated to the borne buyer through the Lif. Court Receiver Biog/Website, after intimation the buyer have to deposit the balance mutstanding dues within one month of the

NOTE

1. The effect of COVID-19 has already been considered in the completion. The Sites have been remobilized but with the very less workforce which may likely to increase with the passage of time. The

2. The above completion is tentative, may change as per the site condition and also depending upon the availability of funds, the completely depends on the balance fund deposition by the home buyers and arrangement of funds by other sources. Any change in the completion schedule will be intimated in advance. 3. The works are being completed in phases & accordingly the allottee of individual flat has to make full payment within 01 month from the date of publication on the Receiver's Blog/Website.

4. The flats which are being completed in phases, the home buyer shall have to make full payment 01 month before the completion as mentioned in the schedule. They will be intimated well in advance. 5 In case Nome buyers does not pay the installments as per the given schedule then the home buyers was to pay the entire amount subject to direction of Hon'ble Supreme Court.

Back Office, Delhi

R. VENKATARAMANI SENIOR ADVOCATE-SUPREME COURT OFF & RES HOUSE NO. C-240 SECTOR-44, NOIDA-201 301 (U.P.)

DETAILS OF AMBAPALI PROJECTS ALONG WITH COMPLETION SCHEDULE & SCHEDULE OF BALANCE PAYMENT BY HOME BUYERS

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	Place Fack, (No.1, No.1 & Record Code, Gr. Name	165 Sa	4993	Tanana a Trapa Trapa	FAC 2022 Tower CL 6-12 See 2023 Tower T3, 54, 60, 62, 61,6-92 See 2023 Tower A2 to A6, 612-02 A1, 516-54 Ang 2022 Tower CL C28 45 See 2023 Tower CL C28 45	Aug.20	7m-23	20211	The 20-New-2021 - 10% of between substanting plums. The 20-New-2023 - 10% of between outstanding stures. New 21-New-2023 - 10% of between outstanding stures. New 21-New-2023 - 10% of between outstanding dues. 10. New 21-New-2023 - 10% of between outstanding dues. 10. New 21-New-2023 - 10% of between outstanding dues. 10. New 21-New-2023 - 10% of between outstanding dues. 10 new 21-New-2023 - 10% of between outstanding dues. 10 new 21-New-2023 - 10% of between outstanding dues. 10 new 21-New-2023 - 10% of between outstanding dues. 10 new 21-New-2023 - 10% of between outstanding dues.

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- 5. These of short contents depends upon availables of funds before search of work.
- 2. The above completion is trend the form to thought or provided to the later condition and also depending upon the availability of funds from the form beyone and other sources. The same will be interested to the home beyone well in advance.

 2. The entire will be completed in phases 8 occasionly the above of provided for his to make full payment within 51 ments from the date of publication on the Receiver's Ring' Branche.
- 5. The flats which are body comparison is please, the have buyer shall have to make full payment it must be been the completion as municipal in the achieval. They sell be interested well in advance. 6. In case Home Supera State and pay the restallments on per the gives schedule than the home Supera has to pay the error expect subject to struction of Heartie Supreme Court.

NAVEEN KUMAR SINHA Manager (Credit Monitoring) LIC Housing Finance Ltd. Back Office, Delhi

R. VENKATARAIVIANI SENIOR ADVOCATE-SUPREME COURT OFF & RES HOUSE NO. C-240 SECTOR-44, NOIDA-201 301 (U.P.)