

28-12-2020

To whom so ever it may concern

The payment and disbursal of the loan will be based on the payment schedule as given in the Receiver's portal [www.receiveramrapali.in](http://www.receiveramrapali.in). and also at the discretion of the Bank/Financial Institution.



R.Venkataramani  
Receiver, Amrapali

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

ते इण्डियन ओवरसीज बैंक/For Indian Overseas Bank  
क्षेत्रीय कार्यालय एन.सी.आर./Regional Office, NCR  
मु० क्षेत्रीय प्रबंधक/Regional Manager  
For and on the  
behalf of the Bank/  
Financial Institution



Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 19/12/2020

Certificate No. E0S2020L13



GRN No. 70410509



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Indian Overseas Bank

H.No/Floor : Nhpc

Sector/Ward : 33

LandMark : Nhpc

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone: 95\*\*\*\*\*75

**Buyer / Second Party Detail**

Name : Honourable Court Receiver

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : X

District : X

State : X

Phone : 87\*\*\*\*\*58



Purpose : Memorandum of Understanding IOB

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ('MoU') entered into on 28 day of December 2020

**BETWEEN**

Indian Overseas Bank, a body Corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 as amended by the Banking Laws (Amendment) Act, 1985 having its Central Office at P.B. 763, Anna Salai, Chennai, Tamilnadu - 600002 and a Regional Office amongst other place at 1<sup>st</sup> and 2<sup>nd</sup> Floor, NHPC Complex, Sector - 33, Faridabad, Haryana - 1210003 (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 Honb'le 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.

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मु० क्षेत्रीय प्रबन्धक/Chief Regional Manager



*R. Venkataramani*

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- 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 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:**

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](http://www.receiveramrapali.in) 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.

**(2) OBLIGATION OF THE COURT RECEIVER**

- 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](http://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

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मू० क्षेत्रीय प्रबन्धक/Chief Regional Manager



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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.
- e. 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).

(4) **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.

(5) **GOVERNING: LAW**

The provisions of this MoU 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.

(6) **NOTICES**

Unless otherwise provided herein, all notices or other communications under or in connection with this MoU 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.

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मुख्य क्षेत्रीय प्रबन्धक / Chief Regional Manager



*R. Venkataramani*

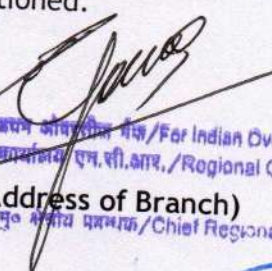
R. VENKATARAMANI  
SENIOR ADVOCATE- SUPREME COURT  
OFF & RES HOUSE NO.C-240  
SECTOR-44, NOIDA-201 301 (U.P.)

(7) **ASSIGNMENT**

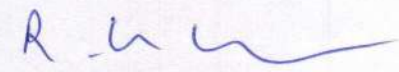
This Agreement/MoU shall not be assigned by any party without prior written consent of the other parties provided that the Bank shall be entitled to assign the rights and obligations to any of its affiliates/subsidiaries and such other parties. However, the Bank shall put a notice of such assignment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

(8) 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.

  
BANK ~~ने इण्डियन ओवरसीज बैंक / Far Indian Overseas Bank~~  
~~क्षेत्रीय कार्यालय / एन.सी.आर. / Regional Office, NCF~~  
(Name & Address of Branch)  
मुख्य क्षेत्रीय प्रबन्धक / Chief Regional Manager



  
COURT RECEIVER  
(Authorized Signatory)

R. VENKATARAMANI  
SENIOR ADVOCATE- SUPREME COURT  
OFF & RES HOUSE NO. C-240  
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**ENDORSEMENT BY HOME BUYER/ BORROWER**

"This is in furtherance of the Tripartite Agreement and the loan documents executed by me on \_\_\_\_\_ and \_\_\_\_\_ respectively."

I/we, Mr./Ms. \_\_\_\_\_, S/o or D/o \_\_\_\_\_ aged \_\_\_\_\_, having an agreement to buy the property from \_\_\_\_\_ (Name of Project company) \_\_\_\_\_, identified as [flat No., project details], do hereby confirm and endorse the terms of this MoU executed between the Indian Overseas Bank and the Court Receiver. We request the Bank to release the balance outstanding loan of Rs. \_\_\_\_\_ to the A/c of Court Receiver maintained with UCO Bank, Supreme Court Branch.

I/we further confirm that in accordance with the direction of the Hon'ble Supreme Court, we have deposited a sum of Rs. \_\_\_\_\_ towards our margin/contribution, a copy of the deposit slip evidencing the same is being given to the Bank Manager. I/we confirm that no amount is due from us and the account is regular.

I/we further confirm that I/we have taken appropriate Insurance cover for the above mentioned flat/property, a copy of the receipt is being handed over to the Bank

\_\_\_\_\_  
(HOME BUYER / BORROWER)



## Borrower/Homes Buyer list

S.no.	Name of Project	Name of Borrower	Branch	Date of sanction	Rs	Disbursed amount	Status of a/c	Balance loan amount to be disbursed
1	Amrapali Kings Wood	Rajesh Kumar Yadav						
2	AMARPALI GOLF HOMES	Abhay Kumar Nidar	Indirapuram	29.09.2014	3000000	1291191	Standard	1670809
			Indirapuram	27.12.2010	2000000	1488011	Standard	11989
3	AMARPALI GOLF HOMES	Arvind Kumar Sinha				363970	Standard	26030
4	AMARPALI GOLF HOMES	Rajeev Kumar	Indirapuram	28.02.2011	2000000	1414554	Standard	85446
5	AMARPALI GOLF HOMES	Balmukund	Indirapuram	10.02.2011	2000000	1728295	Standard	271705
6	AMARPALI GOLF HOMES	Anil Kumar chaudhary	Indirapuram	12.02.2011	2000000	1847811	Standard	152189
7	AMARPALI GOLF HOMES	Wagesh Kumar Sinha	Indirapuram	12.02.2011	2000000	1498529	Standard	1471
8	Amrapali Castle	Prasoon Srivastava	Indirapuram	18.02.2011	2000000	1822826	standard	177174
9	Amrapali Golf Homes	Amitanu	Indirapuram	19.03.2011	1748250	39749	Standard	39749
10	Amrapali Golf Homes	Manoj Kumar Singh	Indirapuram	12.03.2011	2000000	2000000	Standard	0
11	Amrapali Golf Homes	Abhay Kumar	Indirapuram	19.03.2011	2000000	1864682	Standard	135318
12	Amrapali Dream Valley	Anurag Chandra	Indirapuram	25.03.2011	2000000	373875	Standard	16125
13	Amrapali Golf Homes	Sunil Dogra	Indirapuram	12.12.2014	3000000	3023721	Standard	1976279
14	Amrapali Golf Homes	Ravi Kumar Gupta	Indirapuram	14.12.2012	2000000	1966518	Standard	33428
				18.06.2011	2000000	2000000	Standard	586000
15	Amrapali Golf Homes	Pankaj kumar LAL				586000	Standard	0
16	Amrapali Golf Homes	Subodh Kumar	Indirapuram	30.06.2011	2000000	1589976	Standard	410024
			Indirapuram	18.06.2011	2000000	2000000	Standard	0
17	Amrapali Golf Homes	Kumar Vishal				586000	Standard	0
18	Amrapali Golf Homes	Mr. Awakash Kumar Sinha	Indirapuram	30.10.2012	2000000	1758458	Standard	241542
19	Amrapali Golf Homes	Mrs. Kavita and Mr. Rajesh Kumar	Arun Vihar	17.02.2011	2000000	1856430	Standard	143570
20	Amrapali Verona Heights	Shashikant Bharti, Shweta Jaiswal	Arun Vihar	08.04.2013	2000000	2000000	Standard	0
21	Amrapali Leisure Valley Developers Pvt. Ltd	Shree Prakash, Rajni Prakash	New Friends Colony	14.10.2013	3000000	1344844	Standard	1655156
22	Amrapali Group	Pankaj Kumar and Smriti Kumari		11.07.2015	2200000	17500000	Standard	1352000
23	Amrapali Verona Heights	Mrs. Smita Jha (Staff), Mr. Anand Sagar	R K Puram Sec-13, New Delhi	26.07.2013	3652000	3652000	Standard	0
			Rajendra Place	18.06.2013	2000000	1282000	Standard	984000
24	Amrapali Zodiac	Mr. Gautam Sachdeva & Mr. Mohinder Kumar Sachdeva	Nehru Place	20.04.2015	3500000	3500000	Standard	
	total				50272250	59207440		13142004

