

उत्तर प्रदेश UTTAR PRADESH

DS 162925

FORM B

[See rule 3(4)]

बी० के पालीवाल

24 JUL 2017

कैशियर

को गगार, आगरा

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of M/s RAM RAGHU BUILDWELL, promoter of the proposed project Ram Raghu Palazzo.

I, Manish Bansal son of Late Sri Suresh Nath resident of 602, Hill House Apartments, Suresh Plaza, M.G.Road, Agra, aged about 51 years, promoter of the proposed project, do hereby solemnly declare, undertake and state as under:

1. RAM RAGHU BUILDWELL has a legal title to the land on which the development of the proposed project is to be carried out.
2. That details of encumbrances are as per attachment including details of any rights, title, interest or name of any party in or over such land, along with details.
3. That the time period within which the project shall be completed by me/promoter is 30.4.2019.
4. That seventy percent of the amounts realised by me /promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for



For Ram Raghu Buildwell

Partner



- the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
  9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
  10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

For Ram Raghu Buildwell

Deponent  
Partner

#### Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at on this 14<sup>th</sup> day of August, 2017.

For Ram Raghu Buildwell

Deponent  
Partner



I declare that the pan card uploaded on website is correct and is of the promoter. I also declare that all other documents submitted are correct. If any information, document including details of payment made as fee etc. are found mislead or wrong, the authority may reject the registration.

I hereby agree with above affidavit, as required, I will submit the hard copy of above affidavit within 30 days from the date of the registration of project.

For Ram Raghu Buildwell

Deponent  
Partner

Details of Litigations pending with respect to the land under the project Ram Raghu Palazzo.

1. Suit no. 144/2016 in the Court of the Civil Judge (Sr Div), Agra, Shahzeb Khan and others Vs Puja Bansal and others.
2. Suit no. 383/2016 in the Court of the Civil Judge (Sr Div), Agra, Prem Chand and others Vs Kallu and others.
3. First Appeal From Order no. 1634 of 2017 in the Hon'ble High Court, Allahabad, Shahzeb Khan Vs Kallu and 6 others.

For Ram Raghu Buildwell

Partner



ATTESTED

ANIL KUMAR  
DISTT. NOTARY  
Deputed Officer, Agra





बैंक ऑफ़ बड़ौदा Bank of Baroda

Dt.30.04.2014

RLF:AGRA:2014-15:11

The Manager,  
Bank of Baroda,  
Sanjay Place,  
Agra.

Dear Sir,  
REG : Baroda Home Loan of : ₹ 450.00 Lacs ( Rs.Four Crore Fifty lac only).  
Mr. Manish Bansal and Others  
Sanction no. RLF:AGRA:2014-15: 11 dated 30.04.2014

With reference about said Baroda Home loan Proposal of ₹ 450.00 Lac, we are pleased to inform you that Baroda Home Loan of ₹ 450.00 Lac has been found eligible and sanctioned accordingly to said borrowers on the terms and conditions mentioned in the Appraisal-cum-Sanction Note of Regional Office, Agra vide sanction no. ROA:13:ADV:4 dated 30.04.2014

Please also note that all the terms and conditions as applicable to each type of facility should be communicated to the borrower in writing and his acceptance be first obtained and there after the documents should be got executed. This sanction is being sent along with a copy of appraisal note, application form along with all annexure submitted to us. Branch is advised to pursue the documents and satisfy itself that the documents are complete and correct in all respects before getting the same executed from the applicants /guarantors.

We request you to disburse the loan in accordance with Appraisal cum Sanction Note and legal opinion of Sr.Manager (Legal) (enclosed) on the terms and conditions mentioned therein only after executing all the documents. This letter forms part of the sanction, should be annexed to and carefully preserved with all copies of proposal / sanction.

Please recover before disbursement:

Processing Charges: Rs.50000.00 plus S/T to be credited in our A/C no.393002/54  
Deviation Charges : Rs.3000.00 plus S/T to be credited in our A/C no.393002/254  
ITR Charges : Rs.800.00 to be paid to Saket Jain & Co as per their bill enclosed  
NEC Charges : Rs.NIL  
CIBIL charges : Rs.200.00 (PI credit in our a/c No.393002/54)  
Valuation charges Rs.NIL

Please advise us the date of disbursement & account no. invariably after disbursement of loan  
Yours faithfully,

(C.K.JAIN)  
SENIOR MANAGER.  
RLF AGRA

Encl.: as above Copy to: Mr Manish Bansal, Mr. Vivek Bansal, Mrs. Parnita Bansal and Mrs Pooja Bansal  
(Residence: H.No. 601-602, Hill House Apartment, Subhash Park, M.G.Road, Agra  
- For information and with a request to please call on our said branch at the earliest for further course of action.

**ATTESTED**

(C.K.JAIN)  
SENIOR MANAGER.  
RLF AGRA

ANIL KUMAR  
DISTT NOTARY  
Notarized Officer, Agra

For Ram Raghu Buildwell

Partner

रिटेल लोन फैक्ट्री : 85/4, इस्पत भवन, संजय प्लेस, आगरा - 282002 फोन : 0562 - 4057075, 4057078  
Retail Loan Factory : 85/4, Ispat Bhawan, Sanjay Place, Agra - 282002 Tel. : 0562 - 4057075, 4057078





बैंक ऑफ बड़ौदा Bank of Baroda

Mr. Manish Bansal S/o late Shri S.N.Bansal  
Mr. Vivek Bansal S/o late Shri S.N.Bansal  
Mrs. Parnita Bansal W/o Mr. Manish Bansal  
Mrs. Puja Bansal W/o Mr. Vivek Bansal  
Flat No.601-602, Hill House Apptt.  
Suresh Plaza, M.G.Road  
Agra

Dated-30/04/2014

Dear Sir,

Re: Sanction of Housing Loan of Rs.450.00 Lacs

We are pleased to inform you that as per your application for sanction of housing loan our higher authorities have sanctioned a Housing Loan of Rs.450.00Lacs for purchase of house (duplex) as per terms and conditions attached with this letter. Return one copy of this letter duly acknowledged and accepted terms and conditions.

Kindly visit the branch for execution of loan documents at the earliest.

Yours faithfully

(S.N.Singh)

Asstt. General Manager

ATTESTED

ANIL KUMAR  
DISTT. NOTARY  
Notary Officer, Agra

For Ram Raghu Buildwell

Partner





TERMS AND CONDITIONS:

1	Name of applicant/co applicants	Mr. Manish Bansal S/o Late Shri S.N.Bansal Mr. Vivek Bansal S/o Late Shri S.N.Bansal Mrs. Parnita Bansal W/o Mr. Manish Bansal Mrs. Puja Bansal W/o Mr. Vivek Bansal
2	Facility	Term loan
3	Limit	Rs.450.00 Lac
4	Purpose	Purchase of old house
5	Location / Address	Proposed property i.e. part of house situated at 147, Civil Lines, Church Road, AGRA, bearing municipal Number. 4/117/2, Hari Parwat Ward, AGRA, being part of khasra No.460 of village Sarjapur, Teh.& Distt AGRA, admeasuring about 2133.72 Sq. Meters along with an old house built there upon, bounded as follows: East: Others Property; West: Exit & Joint Property of Mr. S.N. Sareen & B.N.Sarin; North : Owners property & South: Property of Mr. Davi Sareen.
6	Projected cost as per sale agreement	Rs.900.00 lacs
7.	Margin	50% i.e. Rs.450 lacs
8.	Rate of Interest	At base rate, i.e. 10.25% under floating rate option.
9	Period	276 months
10	Moratorium	one months
11	Repayment schedule	EMI of Rs 4,25,012/- for 276 months, after one month of first disbursement
12	Disbursement Mode	Payment to be made after recovering the stipulated margin through bankers cheque in the name of seller as per the sale agreement as per Bank's guidelines.
13	Security	Proposed property i.e. part of house situated at 147, Civil Lines, Church Road, AGRA, bearing municipal Number. 4/117/2, Hari Parwat Ward, AGRA, being part of khasra No.460 of village Sarjapur, Teh.& Distt AGRA, admeasuring about 2133.72 Sq. Meters along with an old house built there upon, bounded as follows: East: Others Property West: Exit & Joint Property of Mr. S.N. Sareen & B.N.Sarin; North : Owners property & South: Property of Mr. Davi Sareen
14	Processing Charges	Rs.50000.00+ service tax
15	Documents	1. Attestation Memo( LDOC-1) 2. Term Loan Agreement(LDOC 23-A) 3. Letter of Installment with acceleration clause(LDOC57) 4. Declaration (LDOC 90-D) 5. Declaration cum undertaking cum authority

ATTESTED

ANIL KUMAR  
DISTT. NOTARY

Notarized Officer, Agra







बैंक ऑफ बड़ोदा Bank of Baroda

	6. Declaration (LDOC 90-C)
	7. Attendance Sheet for creation of Mortgage
	8. Memo. of deposit of title deed to create Equil. Mort. (Ldoc 90-A)
	9. Letter of undertaking for Post dated Cheque.

- > Disbursement of Home Loan to be made by Demand draft / Bankers Cheque specially crossed to the bank and in favour of Bank / Branch, A/c-No., Name of Builders / Vendors / Suppliers along with a letter addressed to the vendor. Not to hand over the Demand Draft / Bankers Cheque towards disbursement to the borrower.
- > Post-sanction inspection after final disbursement should be carried out to ensure that borrower has taken possession of the house / flat besides verification of end use of funds. It is also to be ensured that the construction has been carried out as per approved plan and there is no misutilization of funds.

#### OTHER TERMS & CONDITIONS:-

- 1) Borrower to bear the advocate's fee for legal opinion and Architect's / Valuer's fee for certificate / valuation of the property, if any.
- 2) Bank will have right to carry out inspection of flat / house and the charges thereof will be born by the borrower.
- 3) Borrower to bear escalations in the cost of flat / house if any from his / her own sources.
- 4) Borrower to submit original copy of agreement for sale/sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid to be lodged with the Bank.
- 5) Borrower to submit original receipt for payment made to the Seller / Builder.
- 6) Borrower to submit duly acknowledged letter of authority addressed to the Sub Registrar of Assurances requesting him to send the original agreement of sale / sale deed directly to the Bank and when registered.
- 7) Bank reserves the right to recall the concessions if account is not conducted satisfactory as per stipulated terms of sanction.
- 8) Equated monthly installments are fixed for the continuance of the borrower, whereby interest payable towards the loan is spread over the entire term of repayment fixed. The repayment of a such equated monthly installment will not be construed as full repayment / settlement of loan account. On payment of all equated monthly installments, residual amount if any, in the account due to debiting of overdue / penal interest / additional interest as a consequence of revision in interest rates, other incidental charges shall be paid separately by the borrower.
- 09) Branch to obtain ECS mandate (Debit) for payment of monthly EMI, (please be referred by circular no HO:BR:105-173 Dt. 30.07.2013)
- 10) Borrower to ensure that Bank's lien is noted over the flat/house in society's record.

Housing Loan: Mr. Manish Bansal & Others, RO Agra

**ATTESTED**

**ANIL KUMAR**  
DISTT NOTARY

Notarized Officer, Agra

Page 7 of 8

R/O Agra





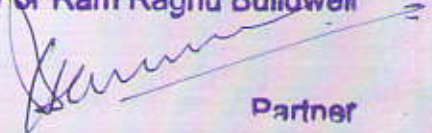


बैंक ऑफ बड़ोदा Bank of Baroda

- 11) Processing & documentation charges at the rate prescribed by the Bank and Service Tax and Education - Cess thereon as prescribed by Government of India will be borne by the borrower.
- 12) This sanction is valid for four months only.
- 13) Borrower to give an affidavit - cum - undertaking stating that the built up property has been constructed as per the sanctioned plan and / or building bye-laws.
- 14) Borrower to note that Floating Rate of Interest will undergo change as and when Bank will revise Floating Rate or Base Rate wherever is applicable.
- 15) Branch to obtain insurance of House/Flat & insurance charges to be borne by the borrower.



For Ram Raghu Buildwell

  
Partner

  
**ATTESTED**  
ANIL KUMAR  
DISTT. NOTARY  
Magistrate Officer, Agra



# Indiabulls

## LOAN SANCTION LETTER

Date 30-APR-14

Our Reference No. 379916  
 Name of the Applicant M/S M/S RAGHU ENTERPRISES  
 Address RAM NAGAR RAM RAGHU HOSPITAL AGRA 282002 UTTAR PRADESH INDIA  
 Phone No. 9837094694  
 Name of the Co-Applcant / Guarantor PARNITA BANSAL, VIVEK BANSAL, MANJULIKA BANSAL, M/S RAM RAGHU BUILDWELL, MANISH BANSAL

Dear M/S M/S RAGHU ENTERPRISES

Subject: Your application for Loan against Property facility from Indiabulls. Our Reference No: 379916

We thank you for choosing Indiabulls Housing Finance Limited as your financier for Loan against Property. We are pleased to inform you that with reference to the above application, we have in-principle sanctioned you a loan facility, the details of which are given below

Details of which are given below													
Type of Facility	LAPL												
Sanction Amount with Insurance Premium* (Rs.)	50102704												
EMI Amount	Rs. 633921												
Purpose of Loan	PURCHASE OF PROPERTY - RESIDENTIAL												
Loan Tenure (Months)	120												
Interest Type	AR												
Rate of Interest	11.75												
Adjustable Interest Rate (AIR)	LFRR (LAP Floating Reference Rate, notified time to time) -5.75 % Margin Current LFRR : 18.75												
Sanction Letter Validity	30 days from the date of this offer.												
Total Processing Fee Applicable	Rs. 22472- 850698/-												
Prop. Fee (Non Refundable)	<table><tr><th>Amount (Rs.)</th><th>Cheque No.</th><th>Cheque Date</th><th>Drawn On</th></tr><tr><td>2618</td><td>000170</td><td>10-JAN-2014</td><td>BOB</td></tr><tr><td>5018</td><td>001700</td><td>13-JAN-2014</td><td>BOB-BANK OF BARODA</td></tr></table>	Amount (Rs.)	Cheque No.	Cheque Date	Drawn On	2618	000170	10-JAN-2014	BOB	5018	001700	13-JAN-2014	BOB-BANK OF BARODA
Amount (Rs.)	Cheque No.	Cheque Date	Drawn On										
2618	000170	10-JAN-2014	BOB										
5018	001700	13-JAN-2014	BOB-BANK OF BARODA										
Balance Proc. Fee payable (to be deducted from disbursement)	Rs. 5818 + 842372 DD Received												
Address of Property Offered as Security	OLD HOUSE NO. 1/117/2 (NEW -147) CIVIL LINES (LAJPAT KUNJ KHANDARI ROAD) ) HARI PARWAT WARD AGRA 282002												
Security Charge	Rs. 650 (inclusive of service tax) Applicable only in the first instance of finance on the same property.												

\* Insurance is subject matter of solicitation

All the applicable taxes, duties and levies would be additionally charged as per law

ROI will be as per applicable reference rate at the time of disbursement.

This letter supersedes any sanction letter issued earlier, with reference to application number 379916

## Special Conditions (as applicable):

1. Legal and Technical clearance / verification of the property being financed.
2. Execution of Loan Agreement and other documents between you and Indiabulls Housing Finance Limited as per its policy and format.
3. Other terms and conditions mentioned overleaf.

*Gyanendra Verma*  
 Branch Incharge  
 Emp. ID: 179987  
 Indiabulls Housing Finance Ltd

*W/15/18089*  
**ATTESTED**  
*A*  
 ANIL KUMAR  
 DISTT NOTARY  
 Gazetted Officer, Agra

For Ram Ragnu Buildwell  
*[Signature]*  
 Partner



**Indiabulls**  
LOAN SANCTION LETTER

Our Reference No 379916  
Name of the Applicant M/S M/S RAGHU ENTERPRISES  
Address RAM NAGAR RAM RAGHU HOSPITAL AGRA 282002 UTTAR PRADESH INDIA  
Phone No 9837094694  
Our representative Nalin Maheshwari phone +910562-3028088 can assist you further in case of requirement

Date 30-APR-14

Please sign this letter as token of your acceptance of the terms and conditions mentioned above and overleaf.

Yours sincerely,

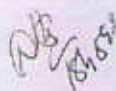
For Indiabulls Housing Finance Limited

Accepted the offer


Authorised sign

  
Gyanendra Verma  
Branch Incharge  
Emp. ID: 179967  
Indiabulls Housing Finance Ltd

Customer Signature

  
NB  
18/04/14

ATTESTED

  
ANIL KUMAR  
DISTT. NOTARY  
Registered Office, Agra

For Ram Raghu Bhatnagar

Partner



# Indiabulls

## LOAN SANCTION LETTER

Date 30-APR-14

Our Reference No. 379916  
 Name M/S. MS. RAM RAGHU ENTERPRISES  
 Address RAM NADA, RAM RAGHU HOSPITAL AGRA 282002 UTTAR PRADESH INDIA  
 Phone No. 9837094694

### TERMS AND CONDITIONS

1. The sanction of loan amount and its terms and conditions are subject to execution of Loan Agreement and other documents and writings with Indiabulls Housing Finance Limited (hereinafter referred to as "IHFL"). The terms and conditions of Loan Agreement and other documents will prevail over this letter in case of any contradiction/conflict/difference.
2. This sanction shall be available to the Borrower for a period of 30 days from date of this letter provided the Borrower deposits with IHFL the administrative charges/pre-determined expenses mentioned overhead at the time of delivering the accepted copy of this letter to IHFL. The processing fees received is non refundable.
3. The loan facility shall be available as stated. However IHFL shall be entitled to withhold and/or cancel the Loan or any part thereof without assigning any reason for the same.
4. IHFL shall be entitled to revoke this sanction and to add, delete or modify all or any of the terms and conditions of the facility, over and above, if there is any material change in the purpose(s) of loan facility, if any information and/or statement given by borrower is found incorrect, incomplete or misleading, if there is breach of the terms and conditions of the facility, if any report like legal/technical/valuation of the property is not found satisfactory, if the borrower does not submit duly accepted copy of this sanction letter to IHFL within stipulated period, etc. etc., IHFL decision in respect of material changes shall be final and binding on the borrower.
5. Repayment of loan amount will be through installments/EMTs comprising of principal and/or interest. Repayment of loan amount shall be through Equated Monthly Installment (EMI) also IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.
6. In case of Home Loan Facility, the prepayment of the loan shall be made and accepted as per policy and rules of IHFL and in accordance with statutory guidelines issued from time to time and as applicable at the time of prepayment. In case the loan facility is sanctioned for Loan Against Property, Loan Against Plot, Purchase of Plot and/or where there is no policy, rules and guidelines then the prepayment fees and charges shall be applicable as per the terms of loan agreement and the mutually agreed prepayment charges, more particularly mentioned in the schedule of the loan agreement.
7. The rate of interest applicable to the loan facility shall be as prevailing on the date of disbursement and as stated in the Loan Agreement.
8. IHFL has sanctioned the loan facility on the basis of the calculation and estimation of the costs to be incurred for fulfilling the purpose(s). If the cost of fulfilling the purpose(s) increases above or falls below the calculated amounts, IHFL reserves the right to cancel the loan facility or reduce the amount sanctioned at the sole discretion of IHFL and the decision of IHFL in that behalf.
9. The loan amount and terms sanctioned by IHFL, besides all other terms and condition, against applied amount and tenure is final and binding to all the borrowers. However, IHFL reserves its right to review and reappraise the loan facility during its continuance in terms of the loan agreement to be executed towards disbursement of the loan amount.
10. Terms related to Adjustable Interest Rate  
 (i) Indiabulls Housing Finance Limited LAF Floating Reference Rate (IHFL-LFRR) shall mean the percentage rate per annum from time to time and notations used by IHFL in such form and manner as deemed appropriate by IHFL from time to time as IHFL-LFRR.  
 (ii) Adjustable Interest Rate means the IHFL-LFRR and the margin, if any, as specified by IHFL shall be applied by IHFL on the first of the month following the month in which IHFL-LFRR changed. Adjustable Interest Rate would change based on changes in the IHFL-LFRR.

Accepted the offer

**ATTESTED**

**ANIL KUMAR**  
**DISTT NOTARY**  
**Notarized Officer, Agra**

Customer Signature