**FORMC**

PROOF OF CLAIM BY FINANCIAL CREDITORS

*[Under Regulation 8 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution*

*Process for Corporate Persons) Regulations, 2016]*

To September ,2017

The Interim Resolution Professional

Mr Rajesh Samson

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(IBBI/IPA-001/IP P00240/2017-18/10469

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From

Shwetabh Sinha s/o Dr. Shekhar Sinha with Tuhina w/o Shwetabh Sinha, *R/o* A2/1705, Tower-5, Purvanchal Royal Park, Sector-137, Noida – 201304, Uttar Pradesh

**Subject:** Submission of Proof of Claim I Project- Amrapali Silicon City , Noida situated at Sector-76, Noida, (U.P) I **Customer ID- I Unit Id- Y-1704, Jointly allotted in favour of Shwetabh Sinha and Tuhina**

Sir,

We, Shwetabh Sinha s/o Dr. Shekhar Sinha jointly with Tuhina w/o Shwetabh Sinha, hereby submit this proof of claims in respect of the corporate insolvency resolution process in the case of Amrapali Silicon City Pvt. Ltd.. The details for the same are set out below:

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| PARTICULARS |
| 1. | NAME OF FINANCIAL CREDITOR | Shwetabh Sinha and Tuhina |
| 2. | IDENTIFICATION NUMBER OF FINANCIAL CREDITOR (IF AN INCORPORATED BODY PROVIDEIDENTIFICATION NUMBER AND PROOF OFINCORPORATION. IF A PARTNERSHIP ORINDIVIDUAL PROVIDE IDENTIFICATIONRECORDS\* OF ALL THE PARTNERS OR THEINDIVIDUAL) | PANNo\_\_\_\_\_\_\_\_\_\_(Shwetabh Sinha)PAN No-  (Tuhina) |
| 3. | ADDRESS AND EMAIL ADDRESS OF FINANCIAL CREDITOR FOR CORRESPONDENCE | A2/1705, Tower-5, Purvanchal Royal Park, Sector-137, Noida – 201304, Uttar Pradesh Email: shwetabhsin@gmail.com Tuhina.srivasta@gmail.com  |
| 4. | TOTAL AMOUNT OF CLAIM (INCLUDING ANY INTEREST AS AT THE INSOLVENCY COMMENCEMENT DATE) | 1. Principal Amount advanced as credit/loan till date to Amrapali Silicon City Pvt. Ltd. according to demand raised by Amrapali Silicon City Pvt. Ltd. from time to time as per the Allotment-cum-Flat Buyers Agreement dated \_\_\_\_\_\_\_ for Rs \_\_\_\_\_\_\_\_\_\_ executed between the builder and the Creditor (s) towards unit no. \_\_\_\_\_\_ in Amrapali Silicon City project.

(**Note**- the amount will be the actual payment made to the builder till date)1. The amount of Rs \_\_\_\_\_\_\_\_\_towards penalty as envisaged in clause \_\_\_ of the Allotment-cum-Flat Buyers Agreement dated \_\_\_\_\_\_. (The clause provides that the buyer will be entitled to Rs 5 per square feet if the possession is not handed over within 36 months (+6 months) i.e. 42 months from the date of the Agreement.

 (**Note** – If the 42 months get over in September, 2016 from the date of the Agreement, then the amount will be calculated from October, 2016 to September, 2017 @ Rs 5 per month per square feet. (For instance, if the area of the flat is 1180 sq. ft. then the penalty amount would be Rs 5900 (5x1180) for each month. As such, from October, 2016 till September, 2017, the total amount would be Rs. 70,800/-.1. Interest amount of Rs \_\_\_\_\_\_\_\_\_ paid to the bank till date towards the loan availed.

**(Note** – This is applicable to the people who have availed loan from the bank.)1. Interest @ 12 % p.a. from the date of the possession of the flat became due till the time of actual possession of the flat.
2. Interest @ 12% p.a. from the date of the insolvency commencement date till the realization of the amount.

**Note** – Interest amount as envisaged in point (4) and (5) above cannot be computed at this stage, as it is contingent on a future event. The total amount in the affidavit should be a combination of (principal amount+ penalty amount+ interest paid to the bank). Creditors who are claiming rental amount may also add that amount in the affidavit.1. Alternatively, it is being claimed that the apartment (bearing Unit No. \_\_\_\_) as allotted / or any other similar apartment may be handed over to the Creditor herein.

Note:-1. We do not cede our legal right in relation to the apartment allotment in our name.
2. The present claim form is being filed without prejudice to our rights and contentions and with full reservation of ours rights in all respects.
3. The apartment was to be delivered within 36 (+6 months) month from the date of the Agreement.
4. Total delay period from promised possession [ \_\_\_\_] till date of insolvency commencement [4th September, 2017] is \_\_\_ years \_\_ months.

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| 5. | DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED | 1. Provisional Allotment Letter bearing ref no. \_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ issued by Amrapali Silicon City Pvt. Ltd.
2. Statement of Account dated \_\_\_\_\_ issued by Amrapali Silicon City Pvt. Ltd. in relation to the unit no. Y-1704 at Amrapali Silicon City
3. Interest certificate (s) dated \_\_\_\_\_ for the period \_\_\_\_\_\_\_\_ issued by the Creditors bank \_\_\_\_\_\_\_\_
4. Flat Buyer Agreement dated \_\_\_\_\_\_\_
5. Emails/letters dated \_\_\_\_\_\_\_exchanged with Amrapali Silicon City Pvt. Ltd.
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| 6. | DETAILS OF HOW AND WHEN DEBIT INCURRED | We applied for an Apartment vide Application no \_\_\_\_\_\_ [Application received through -Real Estate Agent "\_\_\_\_\_\_\_\_\_\_\_.] dated\_\_\_\_\_\_\_\_\_\_ and were allotted a Unit Ref No y-1704 in Amrapali Silicon City vide Provisional Allotment Letter [Ref No\_\_\_\_\_\_\_\_\_\_] dated \_\_\_\_\_\_\_February, 2012 issued byAmrapali Silicon City Pvt. Ltd. Note: -1. The apartment was to be delivered within 36 month from date of the Agreement dated \_\_\_\_\_\_.

 1. Total delay period from promised possession [\_\_\_\_\_\_\_\_] till date of insolvency commencement [4th September,2017] is

\_\_\_ years \_\_ months.The payments were given through cheques/NEFT as per demand raised by Amrapali Silicon City Pvt. Ltd. from time to time. |
| 7. | DETAILS OF ANY MUTUAL CREDIT,MUTUALDEBIT OR OTHER MUTUAL DEALINGSBETWEEN THE CORPPORATE DEBIT AND THECREDITOR WHICH MAY BE SET OFF AGAINSTTHE CLAIM | Not Applicable |
| 8. | DETAILS OF ANY SECURITY HELD, THEVALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN | Not Applicable |
| 9. | DETAILS OF THE BANK ACCOUNT TOWHICH THE AMOUNT OF THE CLAIM OR ANY PART THEREOF CAN BE TRANSFERED PURSUANT TO A RESOLUTION PLAN | Name: Shwetabh SinhaA/C#:400026737090019Ban1c DEUTSCHEBranch: KG MARG, CONNAUGHT PLACE, NEW DELHI IFSC Code: DEUT0796DEL |
| 10. | LIST OF DOCUMENTS ATTACHED TOTHISPROOF OF CLAIM IN ORDER TO PROVE THE EXISTENCE AND NON PAYMENT OF CLAIM DUE TO THE OPERATIONAL CREDIT | 1. Provisional Allotment Letter bearing ref no. \_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ issued by Amrapali Silicon City Pvt. Ltd.
2. Statement of Account dated \_\_\_\_\_ issued by Amrapali Silicon City Pvt. Ltd. in relation to the unit no. Y-1704 at Amrapali Silicon City
3. Interest certificate (s) dated \_\_\_\_\_ for the period \_\_\_\_\_\_\_\_ issued by the Creditors bank \_\_\_\_\_\_\_\_
4. Flat Buyer Agreement dated \_\_\_\_\_\_\_

Emails/letters dated \_\_\_\_\_exchanged with Amrapali Silicon City Pvt. Ltd. |

Signature of the Financial Creditors

SHWETABH SINHA

(Applicant)

A2/1705, Tower-5, Purvanchal Royal Park,

Sector-137, Noida – 201304, Uttar Pradesh

TUHINA

(Co-Applicant)

A2/1705, Tower-5, Purvanchal Royal Park,

Sector-137, Noida – 201304, Uttar Pradesh