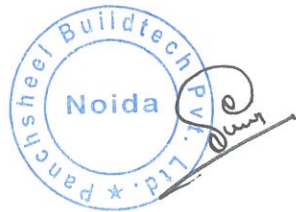




उत्तर प्रदेश UTTAR PRADESH

DZ 641028

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Sangeta

क्र० संख्या..... 32 दिनांक..... 16/3/18

स्टाम्प क्रय करने का प्रयोजन.....

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रजिस्टर
जितेन्द्र कुमार रजिस्टर क्रेता
ला०नं०399, लाईसेन्स की अवधि 31 मार्च, 2018
विक्रय स्थल - गाजियाबाद



TRIPARTITE AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED AT _____ ON THIS _____ day of _____ 20____ BETWEEN

SHRI/SMT SANGEETA, SON / DAUGHTER
WIFE OF SHRI/SMT BHASKAR KANUNGO

(HEREINAFTER CALLED THE "BORROWER" WHICH TERM SO FAR AS THE CONTEXT ADMITS SHALL MEAN AND INCLUDE HIS/HER HEIRS, EXECUTORS, SUCCESSORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES OF THE FIRST PART AND PANCHSHEEL BUILDTECH PVT LTD A COMPANY

INCORPORATED UNDER THE COMPANIES ACT 1956, HAVING ITS REGISTERED OFFICE AT _____
OR, A PARTNERSHIP FIRM THROUGH THEIR DIRECTOR/PARTNER PROPRIETOR SHRI _____, S/o SHRI _____

HAVING ITS OFFICE AT _____
HEREINAFTER REFERRED TO AS THE "BUILDER" (WHICH EXPRESSION SHALL UNLESS THE CONTEXT OTHERWISE REQUIRES, INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS) OF THE SECOND PART AND

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT RAMAN HOUSE, 169 BACKBAY RECLAMATION, MUMBAI-400 020, AND HAVING ITS BRANCH OFFICE AT HDFC LIMITED, THE CAPITAL COURT, OLOF PALME MARG, MUNIRKA, NEW DELHI 110 067 (HEREINAFTER CALLED "HDFC" (WHICH EXPRESSION SHALL UNLESS THE CONTEXT OTHERWISE REQUIRES, INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS). OF THE THIRD PART

"HDFC", "BUILDER" AND "BORROWER" SHALL COLLECTIVELY BE REFERRED TO HEREIN AS "PARTIES" AND INDIVIDUALLY AS "PARTY"

WHEREAS THE BORROWER HAS REPRESENTED THAT THE BUILDER IS OF HIS/HER CHOICE AND THAT S/HE HAS SATISFIED HIMSELF/HERSELF WITH REGARD TO INTEGRITY, CAPABILITY FOR QUALITY CONSTRUCTION OF THE BUILDER AND THE BUILDER'S ABILITY FOR TIMELY COMPLETION AND ON TIME DELIVERY OF THE PROJECT;

AND WHEREAS, AS PART OF ITS BUSINESS ACTIVITY, BUILDER HAS DEVELOPED THE PROJECT BEING PANCHSHEEL HYNISH SITUATED AT SEC-1 GREATER NODDA (WEST) (HEREINAFTER REFERRED TO AS THE "PROJECT");

AND WHEREAS THE BUILDER HAS INVITED APPLICATIONS FOR ALLOTMENT BY SALE OF RESIDENTIAL APARTMENTS IN THE SAID PROJECT FOR WHICH VARIOUS PAYMENT OPTIONS HAVE BEEN OFFERED TO THE CUSTOMERS;

AND WHEREAS THE BORROWER HAS APPROACHED HDFC FOR A LOAN OF RS. 2650000/- TOWARDS PAYMENT OF THE SALE / PURCHASE CONSIDERATION OF THE RESIDENTIAL APARTMENT IN THE PROJECT;

AND WHEREAS THE BORROWER HAS AGREED TO SECURE WITH HDFC THE RESIDENTIAL APARTMENT NO. 77-1201 UNDER FINANCE AS AND BY WAY OF MORTGAGE OF ALL THE RIGHTS, TITLE, BENEFITS THAT WOULD


CUSTOMER'S SIGNATURE
Sangeeta


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ACCRUE FROM THE SAID RESIDENTIAL APARTMENT TILL THE CURRENCY AND TERM OF THE SAID LOAN TO BE ADVANCED/ADVANCED. THE BUILDER ALSO AGREES AND CONFIRMS THAT THEY SHALL TAKE NOTE OF THE SAID MORTGAGE CREATED BY THE BORROWER AND UNDERTAKE NOT TO CREATE ANY THIRD PARTY RIGHTS OR SECURITY INTEREST OF ANY SORT WHATSOEVER ON THE SAID FLAT WITHOUT THE PRIOR WRITTEN CONSENT OF HDFC;

AND WHEREAS BASED ON SEVERAL REPRESENTATIONS MADE BY THE BORROWER WITH RESPECT TO APPROVALS AND ALLOTMENT PERTAINING TO THE SAID PROJECT AND THE RESIDENTIAL APARTMENT UNDER FINANCE AND THE SAME BEING ACKNOWLEDGED AND CONSENTED TO BY THE BUILDER, HDFC GRANTED A LOAN OF Rs. _____/- (RUPEES _____ only) ("LOAN") TO THE BORROWER, IN TERMS OF THE LOAN AGREEMENT DATED _____ (HEREINAFTER REFERRED TO AS THE "LOAN AGREEMENT") DULY EXECUTED BY THE BORROWER;

AND WHEREAS HDFC BASED ON SUCH REQUESTS AND REPRESENTATION SHALL MAKE DISBURSEMENT PERIODICALLY, WHICH FACTOR IS HEREBY CONFIRMED AND ACKNOWLEDGED BY THE BORROWER HEREIN;

AND WHEREAS HDFC HAS CONSIDERED THE SAID REQUEST WITH A CLEAR UNDERSTANDING AND AN IRREVOCABLE UNDERTAKING BY THE BORROWER THAT SUBSEQUENT TO THE DISBURSEMENTS AS REQUESTED BY THE BORROWER, THERE WOULD BE NO REPAYMENT DEFAULT FOR ANY REASON WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY CONCERN/ISSUES BY AND BETWEEN THE BORROWER AND THE BUILDER;

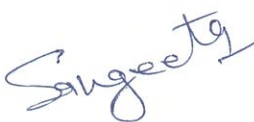
AND WHEREAS THE BORROWER HAS REPRESENTED, AND SUCH REPRESENTATION BEING A CONTINUING REPRESENTATION, THAT BORROWER'S OBLIGATION TO REPAY THE LOAN SHALL BE A DISTINCT AND INDEPENDENT OBLIGATION MORE PARTICULARLY INDEPENDENT OF ANY ISSUES/CONCERN/DISPUTE OF WHATSOEVER NATURE BETWEEN THE BORROWER AND BUILDER;

AND WHEREAS ONE OF THE CONDITIONS FOR HDFC SANCTIONING THE SAID LOAN TO THE BORROWER WAS THAT THE UNDERSTANDING AS STIPULATED IN THE RECITALS ABOVE SHALL BE REDUCED AND RECORDED IN WRITING WITH AN UNDERSTANDING AND INTENT OF MAKING THE SAME IRREVOCABLE, BINDING AND ENFORCEABLE BY AND BETWEEN THE BORROWER AND THE BUILDER AND UNTIL SUCH TIME THIS FORMALITY IS COMPLIED WITH TO THE SATISFACTION OF HDFC AND DOCUMENTS IN EVIDENCE THEREOF ARE DELIVERED TO HDFC THERE WILL BE NO DISBURSEMENT PURSUANT TO THE LOAN AGREEMENT;

AND WHEREAS IN CONSIDERATION OF HDFC AGREEING TO GIVE THE LOAN TO THE BORROWER, ALL THE PARTIES HAVE AGREED AS UNDER.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. THE FOREGOING RECITALS AS MENTIONED ABOVE ARE INCORPORATED HEREIN BY THIS REFERENCE AND CONSTITUTES AN INTEGRAL PART OF THIS AGREEMENT.
2. THE LOAN ADVANCED TO THE BORROWER BY HDFC SHALL BE SUBJECT TO THE BORROWER'S REPAYMENT CAPACITY AS ASSESSED BY HDFC AND SHALL BE SECURED AGAINST THE FIRST AND EXCLUSIVE MORTGAGE OF THE RESIDENTIAL APARTMENT TO BE ACQUIRED IN THE PROJECT IN FAVOUR OF HDFC.
3. THE LOAN ADVANCED TO THE BORROWER BY HDFC SHALL BE REPAYABLE BY THE BORROWER BY WAY OF EQUATED MONTHLY INSTALLMENTS (EMI). THE DATE OF COMMENCEMENT OF EMI SHALL BE THE FIRST DAY OF THE




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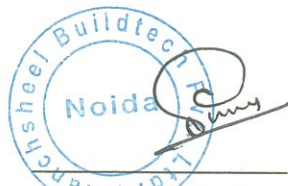
MONTH FOLLOWING THE MONTH IN WHICH THE DISBURSEMENT OF THE LOAN WILL HAVE BEEN COMPLETED AND CONSEQUENTLY THE DUE DATE OF PAYMENT OF FIRST EMI SHALL IN SUCH A CASE BE THE LAST DAY OF THE SAID FOLLOWING MONTH. Till the COMMENCEMENT OF EMI the BORROWER shall pay PRE-EMI, which is the simple interest on the LOAN AMOUNT disbursed calculated at the RATE OF INTEREST AS MENTIONED IN THE RESPECTIVE LOAN AGREEMENT OF THE BORROWER.

4. THAT IRRESPECTIVE OF THE STAGE OF CONSTRUCTION OF THE PROJECT AND IRRESPECTIVE OF THE DATE OF HANDING OVER THE POSSESSION OF THE RESIDENTIAL APARTMENT TO THE BORROWER BY THE BUILDER THE BORROWER shall be liable to pay to HDFC regularly each month the EMI as laid down in the LOAN AGREEMENT to be signed by and between HDFC and the BORROWER. THE BORROWER shall EXECUTE AN INDEMNITY AND SUCH OTHER DOCUMENTS AS MAY BE REQUIRED BY HDFC IN FAVOUR OF HDFC IN THIS REGARD.
5. THE BORROWER shall ENSURE TO pay to the Builder his/HER OWN CONTRIBUTION in full i.e. THE COST OF THE FLAT MINUS THE LOAN AMOUNT BEING DISBURSED BY HDFC BEFORE AVAILING OF THE DISBURSEMENT FROM HDFC.
6. THAT HDFC shall AT THE REQUEST OF THE BORROWER disburse the balance sale consideration TO THE BORROWER by way of cheque drawn in favour of the Builder. Any balance payment OR ANY PAYMENT TOWARDS ESCALATION TOWARDS THE COST OF THE RESIDENTIAL APARTMENT shall be made by THE BORROWER himself TO THE Builder.
7. THAT THE BUILDER shall NOT HAND OVER THE ACTUAL AND physical possession of the said flat/RESIDENTIAL APARTMENT TO THE BORROWER before EXECUTION AND registration of the sale deed AND THE ORIGINAL REGISTERED sale deed shall be submitted TO HDFC directly by THE Builder TO be kept by HDFC TOWARDS SECURITY FOR THE SAID LOAN.
8. NOTWITHSTANDING ANYTHING CONTAINED IN THE PROVISIONAL allotment/ Allotment letter / Buyer AGREEMENT dated _____, EXECUTED BETWEEN THE BORROWER AND THE BUILDER, if THE BORROWER fails TO pay THE LOAN SANCTIONED BY HDFC FOR THE SAID RESIDENTIAL APARTMENT UNDER FINANCE, OR IN THE EVENT OF DEATH OF THE BORROWER OR IN THE EVENT OF CANCELLATION OF THE RESIDENTIAL APARTMENT FOR ANY REASON WHATSOEVER THE ENTIRE AMOUNT RECEIVED BY THE BUILDER ALONG WITH THE PENDING INTEREST DUE TO HDFC BY THE BORROWER shall be refunded by THE Builder TO HDFC forthwith. THE BORROWER HEREBY SUBROGATES all his/HER rights FOR refund WITH RESPECT TO THE SAID RESIDENTIAL APARTMENT IN FAVOUR OF HDFC. THE APARTMENT BUYER AGREEMENT shall be CANCELLED/RESCINDED/TERMINATED IN SUCH CASE OF REFUND. THE BUILDER shall HAVE THE right TO RECOVER its CHARGES, LOSSES, COSTS, DAMAGES FROM THE BORROWER. AT NO POINT IN TIME ANY AMOUNTS ADVANCED BY HDFC shall be SUBJECT TO ANY RETENTION BY THE BUILDER ON ANY COUNT.
9. FURTHER if THE BORROWER COMMITS A BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS Tripartite AGREEMENT it shall be TREATED AS AN EVENT OF default UNDER THE AGREEMENT FOR SALE / Allotment CUM AGREEMENT FOR SALE OR ANY SUCH AGREEMENT OR DOCUMENT signed by and BETWEEN THE BORROWER AND THE BUILDER FOR THE SALE OF THE SAID RESIDENTIAL APARTMENT.

NOTWITHSTANDING ANYTHING CONTAINED IN THE PROVISIONAL allotment/ Allotment letter / Buyer AGREEMENT dated _____, THAT IN THE EVENT OF OCCURRENCE OF default UNDER THE LOAN AGREEMENT WHICH WOULD RESULT IN THE CANCELLATION OF THE allotment AS A CONSEQUENCE THEREOF AND/ OR FOR ANY REASON WHATSOEVER if THE allotment is CANCELLED BY THE BUILDER, ANY AMOUNT PAYABLE TO THE BORROWER ON ACCOUNT OF SUCH CANCELLATION shall be directly paid TO HDFC. HOWEVER, it is

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FURTHER AGREED BETWEEN THE PARTIES THAT SUCH PAYMENT MADE BY THE BUILDER DIRECTLY TO HDFC SHALL NOT ABSOLVE THE BORROWER FROM HIS/HER LIABILITY TO PAY THE RESIDUAL AMOUNT, IF ANY, FROM THE OUTSTANDING UNDER THE LOAN AGREEMENT.

THAT THE BORROWER AGREES THAT HE/SHE UNCONDITIONALLY AND IRREVOCABLE SUBROGATES HIS/HER RIGHT TO RECEIVE ANY AMOUNT PAYABLE BY THE BUILDER TO THE BORROWER IN THE EVENT OF CANCELLATION IN FAVOUR OF HDFC AND THAT THE ACT OF PAYMENT BY THE BUILDER TO HDFC UNDER THIS CLAUSE SHALL AMOUNT TO A VALID DISCHARGE OF THE BUILDER OF ITS OBLIGATION TO PAY THE BORROWER SUCH CANCELLATION AMOUNT.

FURTHER THAT THE PARTIES AGREE THAT THE BUILDER SHALL IN NO CIRCUMSTANCES FORFEIT ANY AMOUNT OVER AND ABOVE THE AMOUNT EQUIVALENT TO THE BORROWERS CONTRIBUTION TOWARDS THE PURCHASE CONSIDERATION PAID TO THE BUILDER. BORROWER'S CONTRIBUTION FOR THE PURPOSES OF THIS CLAUSE SHALL MEAN AND INCLUDE THE DIFFERENCE BETWEEN THE TOTAL COST OF THE RESIDENTIAL APARTMENT AND THE LOAN AMOUNT AS MENTIONED ABOVE.

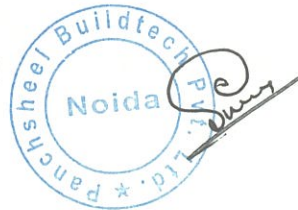
10. NOTWITHSTANDING ANYTHING CONTAINED IN PROVISIONAL ALLOTMENT/ ALLOTMENT LETTER / BUYER AGREEMENT DATED ____, THE BUILDER, IN THE IN THE EVENT OF DEFAULT OF REPAYMENT AS MENTIONED IN CLAUSE 2 AND 3 HEREINABOVE, SHALL ON INTIMATION BY HDFC CANCEL THE ALLOTMENT OF THE RESIDENTIAL APARTMENT IN FAVOUR OF THE BORROWER AND REFUND ALL MONIES TO HDFC AS PER CLAUSE 8 ABOVE DIRECTLY UNDER INTIMATION TO THE BORROWER FOR APPROPRIATION AND ADJUSTMENT BY HDFC AGAINST ALL MONIES DUE TO IT FROM THE BORROWER AS MENTIONED ABOVE.

11. THE BUILDER ALSO CONFIRMS AND UNDERTAKES THAT IT SHALL SUBMIT TO HDFC ALL DOCUMENTS WITH RESPECT TO THE RESIDENTIAL APARTMENT ALLOTTED TO THE BORROWER AS REQUESTED BY HDFC AND SHALL KEEP HDFC INFORMED OF THE PROGRESS OF THE PROJECT AND SHALL OBTAIN A CLEARANCE FROM HDFC BEFORE HANDING OVER POSSESSION OF THE RESPECTIVE APARTMENT TO THE BORROWER.

Signed and Delivered by the within-named
BORROWER




Signed and Delivered by the within-named
Builder By the hand of



Signed and delivered by the within-named
HOUSING DEVELOPMENT FINANCE CORPORATION
Limited by the hand of

Mr./Ms. _____

Its _____
JITESH RATHORE
MANAGER
RETAIL LENDING

