

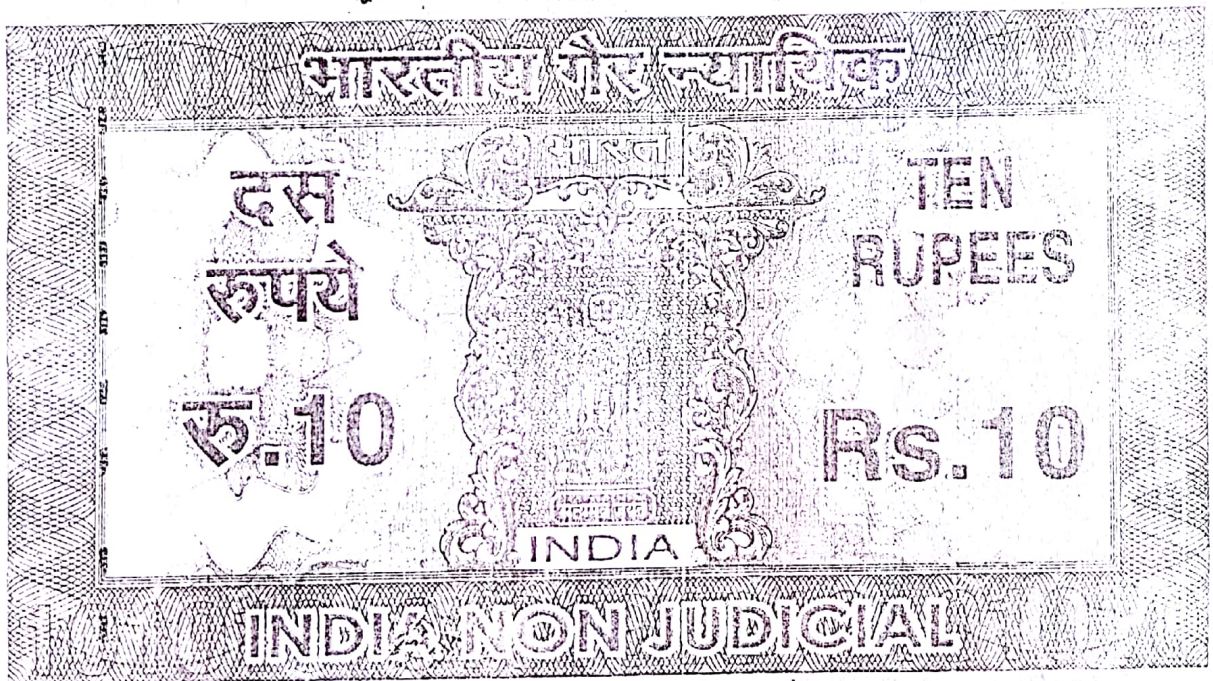
पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

N 254357

For  
 ५० रु. का  
 न्यायिक  
 कोटा-२९/को.

Sanjeev Kumar  
 Aparajita

Director/Authorised Signatory



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

For VEDIC RENTAL APART. LIMITED

For CENTRE

५० रु. का  
 न्यायिक  
 कोटा-२९/को.

Sanjeev Kumar  
 Aparajita

Director/Authorised Signatory

TRIPARTITE AGREEMENT

(To be executed by the Borrower, Central Bank of India and Builder)

THIS AGREEMENT is made at Kolkata on this the 7th day of February 2015

BETWEEN

Mr. Sanjeev Kumar & Mrs. Aparajita presently residing  
at CE-3, Salt Lake City, Sector-E, Kolkata-700061  
 (Name and Address of the

कृते सेन्ट्रल बैंक ऑफ इंडिया  
For CENTRAL BANK OF INDIA  
बॉलियांगुवा शाखा  
कोलकाता-29

Sanjeev Kumar  
Aparajita

Builder

TRIPARTITE AGREEMENT

(To be executed by the Borrower, Central Bank of India and Builder)

THIS AGREEMENT is made at Kolkata on this the 7th day of February 2015

BETWEEN

Mr. Sanjeev Kumar & Mrs. Aparajita presently residing  
at C.E-2, Salt Lake City Sector-E Kolkata-700064  
(Name and Address of the

Borrower) hereinafter referred to as the "Borrower" which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her executors, administrators and permitted assigns.

M/S VEDIC REALTY PRIVATE LTD  
1/B Upper Wood Street Kolkata-700017  
(Name and address of

Builders) \_\_\_\_\_ a  
firm/registered partnership firm/company represented by its proprietor/authorized partner/Managing Director/Mr./Mrs \_\_\_\_\_

hereinafter referred to as the "Builder" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns.

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Head Office at Chandernagore, Narimanpoint, Mumbai-400021 and inter alia a branch at Bhowanipore, 86, S P Mukherjee Road, Kolkata 700026 (Mention the address of the branch) hereinafter called the "Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns.

कृते सेन्ट्रल बैंक ऑफ इंडिया  
For CENTRAL BANK OF INDIA  
बॉलियांगुवा शाखा  
कोलकाता-29  
Sanjeev Kumar  
Aparajita

WHEREAS the Builder is the owner and is seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of lands, hereditaments and premises situate at bearing No B-1, on 1st Floor, Block-14 here fully described in the Schedule hereunder in Ivy Greens, situated in Vedic Village, Kolkata-700135  
at Shikharpur, P.O.-Bague OR

WHEREAS the premises situated at \_\_\_\_\_ bearing No \_\_\_\_\_ Fully described in the Schedule hereunder are owned by \_\_\_\_\_ and the said \_\_\_\_\_ has executed a \_\_\_\_\_ in favour of the Builder on \_\_\_\_\_ entitling the Builder to develop and sell the Schedule mentioned premises. (Strikeout, whichever is inapplicable)

AND WHEREAS the Builder is developing the schedule mentioned premises for constructing

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For CENTRAL BANK OF INDIA

बॉलियांगुवा शाखा  
Senior Manager  
Ballygunge Branch,  
कोलकाता-29 / Kolkata-29

Sanjeev Kumar  
Aparajita

For

Builder

residential Flats /apartments thereon.

in Block-1G-04 in Ivy Greens

AND WHEREAS the Builder has agreed to sell a Flat No B-1. on 1st Floor to the Borrower in the Apartment complex Ivy Green being developed and constructed in the Schedule mentioned premises, under an Agreement for sale dated 23.12.14 hereinafter referred to as the said "Agreement") entered into between the Builder and the Borrower, which contains the terms and conditions for sale of the Flat in favour of the Borrower. As per the terms and conditions contained therein and in furtherance thereof, the Borrower has already paid to the Builder a sum of Rs \_\_\_\_\_ ( \_\_\_\_\_ Rupees only ) as and by way of earnest money. The balance of sale consideration is payable by the Borrower in the installments based on the stages of construction or on or before \_\_\_\_\_, which are detailed in the aforesaid agreement.

AND WHEREAS the Bank on the written application and request of the Borrower has already sanctioned a loan of Rs 2576000/- to the borrower (Vide Sanction advice No \_\_\_\_\_ Dated \_\_\_\_\_) for the purchase of the said Flat from the Builder and has at the request of the Borrower agreed to disburse/release the loan in stages directly to the Builder as per the Builder's requirements depending on the stage of construction OR as mentioned in the aforesaid Agreement upon the condition inter-alia that the Borrower shall create Registered Mortgage or Equitable Mortgage by deposit of title deeds relating to Flat to be purchased by him from the Builder in favour of the Bank.

AND WHEREAS the builder and the Borrower have also requested the Bank for release /disbursement of installments directly to the Builder.

AND WHEREAS the bank has agreed to release the loan amounts as aforesaid provided the Builder and the Borrower agree to comply with the terms and conditions put forth by the Bank and both the Builder and the Borrower have agreed for the same.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The Builder agrees/undertakes that the construction/development of the Schedule mentioned premises will be completed as per the terms and conditions contained in the Agreement for Sale dated 23.12.14 executed in favour of the Borrower, and the possession of the Flat allotted to the Borrower shall be delivered to the Borrower by \_\_\_\_\_ (date) as stated in the Agreement for sale dated 23.12.14. The Builder also agrees/undertakes that proper conveyance will be executed in favour of the Borrower, upon receipt of the full consideration.

2. The Builder and they Borrower declare that they have not transferred any right, title or interest nor created any charge, encumbrance etc over the Flat allotted to the Borrower, and further affirm that all sanctions and permits/approvals from the concerned authorities have been obtained for the development and construction of Flats/apartments in the Schedule mentioned premises and title to the Flat is clear, marketable and free from encumbrance,

3. The Borrower and the Builder undertake, save and except the mortgage to be created in favour of the Bank, will not create any charge or encumbrance on the Flat allotted to the Borrower and the proportionate undivided share in the Schedule mentioned premises sold to the Borrower. The Builder shall not allot the flat no B-1. on allotted to the Borrower to any

1st Floor. Block-1G-04  
Ivy Greens.

केंद्रीय सेन्ट्रल बँक ऑफ इंडिया  
For CENTRAL BANK OF INDIA

दरिद्र प्रशासक / Senior Manager  
बालिगुंज शाखा / Ballygunge Branch,  
कोलकाता-29 / Kolkata-29

Sanjeev Kumar

Aparajita

For VEDIC REALTY PVT LIMITED

Subrata  
Director/Authorized Signatory

पुणे सेन्ट्रल बँक ऑफ इंडिया  
OF CENTRAL BANK OF INDIA

Sanjeev Kumar  
Aparajita  
Senior Manager  
Ballygunge Branch,  
Kolkata-29

other person without written consent from the Bank.

4. The Builder shall deliver possession of the Flat to the Borrower only after obtaining "No Objection Certificate" to that effect from the BANK. The date of Registration of the sale deed in respect of the Flat allotted to the Borrower shall be informed in advance to the Bank by the Builder.

5. All documents like Possession Certificate, copy of Occupancy Certificate, Latest maintenance bill or any other document/letter regarding right, title, interest, possession, sale consideration etc. relating to the Flat allotted & agreed to be sold to the Borrower shall be directly delivered to the Bank by the Builder/Borrower.

6. The Bank shall have the sole discretion to make disbursement/s and/or interim disbursement(s) from out of the Loans, at such time, on such conditions and in such manner as the Bank may decide. Any disbursement/s and/or interim disbursement(s) to be made directly to the Builder shall be with the express written consent of the Borrower/s

7. The builder agrees to keep the Bank updated about the status of progress of the construction as and when required by the Bank.

8. The Builder agrees to maintain separate account of the Borrower wherein the amounts disbursed by the Bank shall be credited and all costs towards the construction and amounts due to the Builder from the Borrower shall be debited. The Builder shall interalia be accountable for the loan disbursements made by the Bank directly to it, and shall render accounts of the same along with such statements as may be required to the Bank as and when called for.

9. In the event of the project costs being increased for any reason whatsoever, the Borrower agrees that he/she is solely liable /responsible to pay such increased costs to the Builder. The Bank shall disburse only to the extent of the loan sanctioned. However, if any refund/s has/have to be made by the Builder to the Borrower due to reduction in costs, then the Builder shall make such refund/s directly to the Bank under intimation to the Borrower, and the Bank shall accordingly give credit of such amount of refund/s to the Borrower's loan account.

10. In the event of the Bank recalling the loan and the amounts disbursed therein or the Builder canceling the allotment of the Flat made in favour of the Borrower for any reason whatsoever, the Builder shall refund to the Bank all amounts disbursed by the Bank till date of such recalling of the loan/cancellation of allotment as the case may be along with interest as applicable, and only thereafter Builder shall have the liberty to allot the said Flat to any other person.

11. The Builder agrees that the Bank shall have first charge over the Flat as mortgagee allotted to the Borrower for the amounts due to it even though the Builder may subsequently allot the same to another party after the receipt of the recall notice or cancellation notice as the case may be.

12. The Builder further agrees and accepts that first charge in favour of the Bank will be registered in their records and after Society is formed the Builder will inform to the said Society for noting the same in their records and the same will stand continue till the said Society receives the permission from the Bank for releasing the same.

कृते सेन्ट्रल बैंक ऑफ इंडिया  
For CENTRAL BANK OF INDIA

व्यक्ति प्रबन्धक / Senior Manager  
दालिगंज शाखा / Ballygunge Branch,  
कोलकाता-29

Sanjeev Kumar  
Aparajita

For VEDIC HEALTH CARE LTD

Director

For CENTRAL BANK OF INDIA  
Senior Manager  
Ballygunge Branch  
Kolkata-29

Sanjeev Kumar  
Aparajita

13. The Builder shall indemnify and keep the Bank indemnified, saved, defended harmless at all times against all losses, costs, claims, damages, charges, expenses that the Bank may incur and / or suffer by reason of the Builder not completing the development and construction of the flat in the schedule mentioned property within the time specified or abandoning the project altogether or due to the failure on the part of the Builder to adhere to any of the covenants contained herein. The Builder agrees that the indemnity as is contained herein contained is in addition to any other right/remedy Bank may have against the builder and / or Borrower.

14. The Builder agrees that he is liable along with the Borrower to the Bank for the loan availed by the Borrower along with interest, costs, charges, expenses and all amounts due thereon, and the Bank is at liberty to proceed against the Builder for recovery of the loan as if the Builder were the principal debtor.

15. The Builder consents to put through Registered / Equitable Mortgage by way of deposit of title deed by the Borrower of the Flat more fully described in the Agreement to sale dated 23.12.14 agreed to be sold to the Borrower.

16. It is further agreed that the, the word "loan" mentioned herein above includes interest, penal interest and all other sums payable by the Borrower to the Bank as per the terms and conditions of Sanction Advice and Loan Agreement/s entered between the Bank and the Borrower.

Notwithstanding anything contained hereinabove that in the event of completion of the construction and delivery of possession of the Flat by the Builder to the Borrower as per the terms and conditions contained in the Agreement for Sale dated 23.12.14 and after creation of Registered / Equitable Mortgage by way of deposit of title deeds by the Borrower of the Flat to the Bank, the Builder shall be relieved from all obligations under this Agreement. The terms and conditions and obligations of the Borrower contained herein are in addition to and not in derogation of the terms and conditions contained in security / loan documents Borrower in favour of the Bank.

#### SCHEDULE

(Incorporate the details of residential site proposed for development and construction of building on Flat ownership basis by the Builder.)

Flat no B-1, on 1st floor, in Block 14-04 in Ivy Greens residential at Vedic Village at Shikharpur P.O. Bagu P.S. Rajarhat Kolkata. 700135

In witness whereof the parties have set out their respective hands on the day, month and year herein above mentioned.

BORROWER

BANK

BUILDER

1 - Sanjeev Kumar

2 - Aparajita

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For CENTRAL BANK OF INDIA

बसिष्ठ प्रबन्धक / Senior Manager  
बालिगंज शाखा / Ballygunge Branch,  
कोलकाता-29 / Kolkata-29

For VEDIC REALTY PVT. LIMITED

Director/Authorized Signatory

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