

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

50

Rs. 50

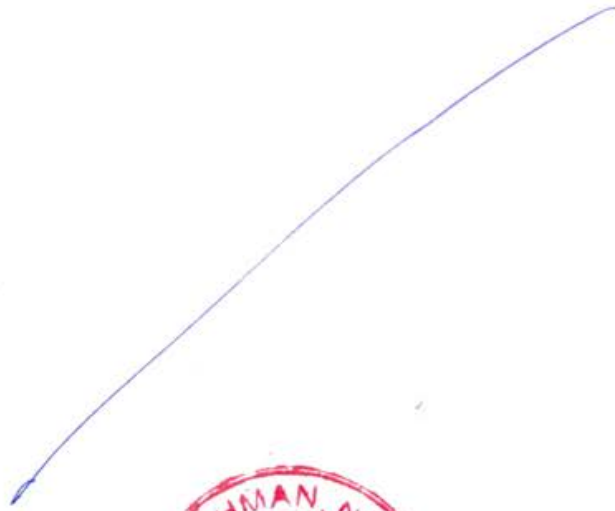


INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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This stamp paper is part of this Agreement



28 APR 2018

For PNE HOUSING FINANCE LTD.
Authorized Signatory



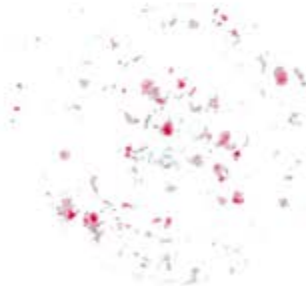
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26 MAR 2018



No.
Name :
Address :
Vendor :

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001



भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

Rs. 10



INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

14AB 336782



28 APR 2018

For PNB HOUSING FINANCE LTD.

Authorized Signatory

309275



1 NOV 2017

No..... Rs..... Date.....

Name :

Address :

Vendor :

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700-001

**TRIPARTITE AGREEMENT
(Builder)**



This Tripartite Agreement (hereinafter referred to as "Agreement") is made on this 24th day of January, Two Thousand Eighteen.

By And Between

Mr. Sandupal Dutta, (son of Mr. Kamalendu Dutta), residing at 452/A, Jadav Ghosh Road, Sarsuna, Behala, Kolkata - 700061, (hereinafter collectively called "the Borrower", which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, administrators and legal representatives) of the first part.

And

M/s. NEW AGE NIRMAN LLP registered under LLP Act. 2008 having its office at 35, Chetla Central Road, Police Station & Post Office - Alipore, Kolkata - 700027 represented by its Partner MR. SHRIVATSA KHEMKA (PAN: ASFPK3490D), son of Mr. Shrivardhan Khemka (hereinafter called "the Builder") of the second part.

And

PNB Housing Finance Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110 001, represented by one of its branches situated at 5th Floor, Kankaria Mansion, Premises No-7, Kyd Street, Kolkata-700016, (hereinafter termed as "PNBHFL" which expression shall, unless repugnant to the context, include its assigns, administrators and successors) of the Third Part.

The Borrowers, Builder and PNBHFL shall be referred to individually as "Party" and collectively as "Parties"

Any references to the singular and plural number shall be deemed to include the plural or singular number respectively and words using the masculine gender only shall include the feminine gender and vice versa, as the case may be.

WHEREAS:

- A. As part of its business activity, the Builder has developed/in process of development of a project "SWAYAM CITY" (hereinafter referred to as the "PROJECT").
- B. The Borrowers have represented that the Builder is of their choice and that they have satisfied themselves 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.



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- C. The Borrowers desire to purchase a property measuring 620 sq. ft. in the Project costing Rs. 16,63,460/- (Rupees Sixteen Lakh Sixty Three Thousand Four Hundred Sixty Only) from the Builder which envisages allotment to applicants/ Borrowers of such property (hereinafter referred to as the "Property", more specifically mentioned in the Schedule) and payment by the applicants/Borrowers of the cost of construction and purchase of land and common facilities therefore to the Builder in instalments.
- D. The Borrowers are short of finance for purchasing the Property hence in order to make up their finance for the purchase approached PNBHFL for grant of Housing Loan. The Borrowers under the provisions of the housing loan scheme framed by the PNBHFL have applied to PNBHFL for a loan for the purchase of the Property and PNBHFL has agreed to grant a loan of Rs. _____/- (Rupees _____ Only) to the Borrowers (hereinafter referred to as the "Loan") subject to the terms and conditions applicable to the Loan for Purchase of Property. The Borrowers have represented that they have not availed any loan from anywhere.
- E. PNBHFL has considered the said request with a clear understanding and an irrevocable undertaking by the Borrowers that subsequent to the disbursements as requested by the Borrowers, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrowers and the Builder/Developer.
- F. The Borrowers have 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 Borrowers and Builder;

NOW THEREFORE, IN CONSIDERTAION OF MUTUAL COVENANTS HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. That on application for grant of Loan of the Borrowers and on receipt of intimation from the Builder that the Property has been allotted to the Borrowers, PNBHFL has sanctioned the Loan for purchase of Property of Rs. _____/- (Rupees _____ Only) to the Borrowers according to its rules, but the actual payment in instalments will be made by PNBHFL directly to the Builder as per the norms of PNBHFL. Any amount towards purchase price in excess of the "Loan for purchase of Property" sanctioned by PNBHFL will be paid by the Borrowers directly to the Builder as per sale agreement between the Builder and the Borrowers and original money receipts will be submitted to PNBHFL.
2. The Builder shall maintain a separate account for the Borrowers and adjust the amounts disbursed by PNBHFL against the cost of particular category of Property/Unit applied for by the Borrowers.

For PNBHFL

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3. That the Builder shall not hand over the actual and physical possession of the said Property/Unit to the Borrowers without prior written intimation to PNBHFL and before execution and registration of the sale deed/lease deed. The original sale deed/lease deed shall be submitted to PNBHFL directly by the Builder to be kept by PNBHFL towards security for the said Loan.
4. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the Property to the Borrowers by the Builder, the Borrowers shall be liable to pay to PNBHFL regularly each month, the Pre-EMIs/EMIs as laid down in the Loan Agreement signed by and between PNBHFL and the Borrowers. The Borrowers shall execute an indemnity and such other documents as may be required by PNBHFL in favour of PNBHFL in this regard.
5. If the Borrowers desire to withdraw and/or in case of death of Borrowers and/or if Borrowers fail to pay the balance amount representing the difference between the Loan sanctioned by PNBHFL and the actual purchase price of the Property, the entire amount advanced by the PNBHFL will be refunded by the Builder to PNBHFL forthwith.
6. That in the event of the death of the Borrowers, the Builder may permit their legal heirs to have continued interest in the Property if they immediately deposit with the Builder the amount refunded to PNBHFL as provided herein and undertake to pay the Builder all such further sum or sums as would have been payable by the Borrowers to the Builder.
7. Further, the Builder, in the event of default of repayment of Loan by the Borrowers, shall on written intimation/instructions of PNBHFL cancel the allotment of the Property of the Borrowers and refund, the entire amount advanced/funded by PNBHFL directly to PNBHFL and the Builder shall have right to recover/forfeit the earnest money from the Borrower.
8. Notwithstanding anything contained herein this agreement, cancellation of allotment by the Builder and/or surrender/withdrawal by the Borrowers from the scheme for any reasons whatsoever, the Borrowers shall continue to make payments of EMI's and/or Pre-EMI's as agreed in the loan agreement entered into with PNBHFL till the amount referred above is refunded by the Builder failing which PNBHFL shall have full rights to initiate legal action against the Borrower and/or the Builder.
9. That PNBHFL shall have full rights to recover the difference amount between outstanding amount (including interest and other charges) standing in the Loan account of the Borrowers and the amount refunded by the Builder.



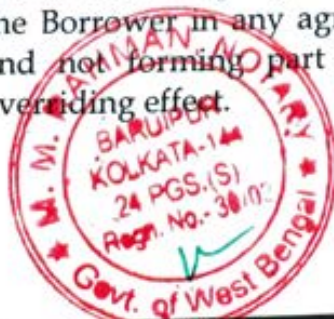
28 APR 2018

For PNB HOUSING FINANCE LTD.
[Signature]
Authorised Signatory


10. The Builder also confirms that it has taken necessary permissions / approvals / sanctions for construction of the said Property/building from all the concerned competent authorities and the construction of the building as well as the Property/unit is in accordance with the approved plans and the Property is meant for residential/commercial purposes as per the sanction. Further, PNBHFL shall have the right to seek the progress report of the work of construction of the said Property/Unit and the Builder shall provide the same whenever demanded by PNBHFL.
11. The Builder has given its consent that PNBHFL shall have a lien on the Property. That the Borrowers have to furnish the Property as security for loan to PNBHFL and create mortgage in favour of the PNBHFL as and when the sale deed/lease deed of the Property is executed it will be sent directly to PNBHFL.
12. The Builder will not transfer the said Property to any other member or other person without obtaining the previous written consent/NOC from PNBHFL.
14. Without prejudice to the rights available to PNBHFL under Clause 5 and 7 herein, in the event of default by the buyer/s or Mortgagor/s or Borrowers, if PNBHFL exercise its right to enforce the security by sale / transfer to any third party including transferring to itself, the Builder would accept the purchaser/s of the Property / PNBHFL as a the buyer (as the case may be), on such purchaser (s) / transferee complying with the necessary formalities which are required by the Builder to become a transferee/ purchaser / allottee/ owner of the Property.

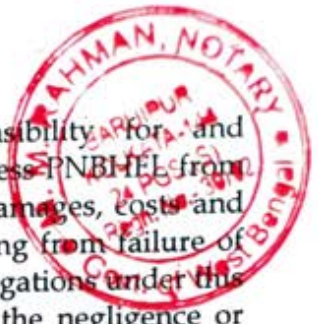
Or

- 14A. (Applicable where option under Clause 14 is not available) Without prejudice to the rights available to PNBHFL under Clause 5 and 7 herein, in the event of default by the buyer/s or Mortgagor/s or Borrowers (where PNBHFL has provided a loan facility in excess of the amount stated under the original buyer's agreement / builder buyer agreement / sale agreement executed by and between the Builder and the original allottee of the Property) and where PNBHFL exercise its right to enforce the security by sale / transfer to any third party including transferring to itself, the Builder would accept the purchaser/s of the Property / PNBHFL as a the buyer (as the case may be), on such purchaser (s) / transferee complying with the necessary formalities which are required by the Builder to become a transferee/ purchaser / allottee / owner of the Property.
15. Notwithstanding anything contained or entered into between the Builder and the Borrower in any agreement or document or any clause contained therein and not forming part of this Agreement, this Agreement shall have an overriding effect.



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For PNB HOUSING FINANCE LTD.

Authorized Signatory



16. The Borrowers and the Builder assume full responsibility for, and unconditionally agree to indemnify, defend and hold harmless PNBHFL from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including but not limited to attorney's fees) arising from failure of Borrowers and Builder to perform any of their respective obligations under this and/or any other Agreement with PNBHFL and/or from the negligence or misconduct of the Borrowers and the Builder.
17. The courts at Kolkata, Kolkata shall have exclusive jurisdiction over any matter/dispute arising out of this Agreement.
18. It is understood that this Agreement does not constitute any party as the agent or legal representative of the other party(s) for any purpose whatsoever, and that no party is authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party(s) or to bind the other party(s) in any manner or thing whatsoever.

IN WITNESS WHEREOF THE PARTIES above named have hereto set their hands on the dates specified here-in above in each case.

Witness
Signature
Name
Address
Occupation

(Signature of the Borrowers/Mortgagor/s)

For NEW AGE NIRMAN LLP

Witness
Signature
Name
Address
Occupation

Anadal
identified by me

S. Khuntia
Designated Partner / Partner

(Signature on behalf of the Builder)

Name
Designation
Seal

Solemnly affirmed and
declared before me
[Signature]
28 APR 2018

M. M. RAHMAN
NOTARY,
(Govt. of W.B.)
Regn. No.- 30/02
Barui Pur, Kolkata-140

M. M. RAHMAN
NOTARY, Govt. of W.B.
Regn. No.- 30/02

Witness
Signature
Name
Address
Occupation

(Signature on behalf of the
PNB Housing Finance Limited)

For PNB HOUSING FINANCE LTD.
[Signature]
Authorised Signatory



SCHEDULE

ALL THAT Flat No. 08, 3rd Floor in B-1 Block the project named "SWAYAM CITY" situated at Mouza Bhasa 14 no., Post Office & Police Station - Bishnupur, Diamond Harbour Road, South 24 Parganas, Pin Code - 743503 admeasuring 620 sq. ft. including undivided proportionate share of land and common facilities.



28 APR 2018

✓ For PNB HOUSING FINANCE LTD.

Authorised Signatory

