



TRIPARTITE AGREEMENT

WEST BENGAL

This Agreement made the 8th day of February Two thousand Seventeen
between (1) Mr./Mrs./Ms. BIPUL KUMAR HALDER, s/o, w/o, d/o Sri
BIRENDRA NATA HALDAR, aged 33 years, residing at
B.1.86/204, SP-SHUKHOBRIHTI, NEW TOWN ACTION AREA
III, RAJARHAT, KOLKATA - 700135 and (2)
Mr./Mrs./ Ms. _____, s/o, w/o, d/o Sri
_____, aged _____ years, residing at

(hereinafter called the "Allottee (s) Borrower") which expression shall unless excluded by
or repugnant to the context be deemed to include his/her/their respective heirs,
executors, administrators and legal representatives of the **First Part**;

AND Bengal Shapoorji Housing Development Private Limited, having its office at 'MIRA
TOWER', 8TH floor, DN= 27, Salt Lake, Sector -V, Kolkata - 700 091 (hereinafter called
"BSHDPL") which expression shall unless repugnant to the subject or context or
meaning thereof be deemed to include its successors and 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 Ramon
House, H T Parekh Marg, 169, backbay Reclamation, Churchgate, Mumbai-400020 and
branch office at Brooke House, 2nd Floor, 9, Shakespeare Sarani, Kolkata - 700071
hereinafter called "**HDFC LIMITED**") which expression shall unless repugnant to the
subject or context or meaning thereof be deemed to include its successors and assigns
of the **Third Part**.

WHEREAS the Allottee Borrower has been provisionally allotted a flat being No.
L157/0505, 5th floor in **Phase- 7**, alongwith open / stilt, two/ four wheeler
parking space (if any) (morefully described in the Schedule hereunder written and the
said flat is hereinafter referred as the "house property") by BSHDPL which will be
constructed under its **SPriha/SPandan at SHUKHOBRIHTI, Phase- 7**, AA-III, New
Town, Kolkata, SCHEME (hereinafter referred to as the "**Scheme**", a copy of the general
terms and conditions annexed with the allotment letter of which is annexed to this
agreement), which envisages allotment to applicants of such flats constructed under the
scheme with an endeavor to complete construction within a period of **30** months for
Spandan and **42** months for Spriha from the date of provisional allotment **dated**
..... subject to force majeure and any such extension as may be agreed between
BSHDPL and WBHIDCO subject to applicants' complying with the terms and conditions
of the scheme.

AND WHEREAS the Allottee Borrower along with - N. A -, a co-
applicant has under the provisions of the loan scheme framed by "**HDFC Limited**"
applied to "**HDFC Limited**" for a loan of Rs. 25499.00..... for the purchase of
the flat under the scheme and "**HDFC Limited**" has agreed to sanction a loan of Rs.
25499.00/- to the Allottee Borrower jointly with the aforesaid co-applicant

Bipul Kumar Halder

For Housing Development Finance Corpn. Ltd.

[Signature]
Authorised Signatories

TRIPARTITE AGREEMENT

This Agreement made the 01st day of FEBRUARY..... Two thousand SEVENTEEN
between (1) Mr./Mrs./Ms. BIPUL KUMAR HALDER....., s/o, w/o, d/o Sri
BIRENDRA NATH HALDER....., aged 33 years, residing at
B/86/201, SP - SHUKHOBRISHTI, NEW TOWN
ACTION AREA-III, KOLKATA - 700135.....and (2)
Mr./Mrs./ Ms., s/o, w/o, d/o Sri
....., aged..... years, residing at
.....

(hereinafter called the "Allottee (s) Borrower") which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their respective heirs, executors, administrators and legal representatives of the **First Part**;

AND Bengal Shapoorji Housing Development Private Limited, having its office at ' MIRA TOWER', 8TH floor, DN- 27, Salt Lake, Sector -V, Kolkata - 700 091 (hereinafter called "BSHDPL") which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and 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 Ramon House, H T Parekh Marg, 169, backbay Reclamation, Churchgate, Mumbai-400020 and branch office at Brooke House, 2nd Floor, 9, Shakespeare Sarani, Kolkata - 700071 hereinafter called "**HDFC LIMITED**") which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assigns of the **Third Part**.

WHEREAS the Allottee Borrower has been provisionally allotted a flat being No. 1/57/0505,5th floor in **Phase- 7**, alongwith open / stilt, two/ four wheeler parking space (if any) (morefully described in the Schedule hereunder written and the said flat is hereinafter referred as the "house property") by BSHDPL which will be constructed under its **SPriha/SPandan** at **SHUKHOBRISHTI, Phase- 7**, AA-III, New Town, Kolkata, SCHEME (hereinafter referred to as the "**Scheme**", a copy of the general terms and conditions annexed with the allotment letter of which is annexed to this agreement), which envisages allotment to applicants of such flats constructed under the scheme with an endeavor to complete construction within a period of **30** months for Spandan and **42** months for Spriha from the date of provisional allotment dated 12/12/15.. subject to force majeure and any such extension as may be agreed between BSHDPL and WBHIDCO subject to applicants' complying with the terms and conditions of the scheme.

AND WHEREAS the Allottee Borrower along with - N.A -, a co-applicant has under the provisions of the loan scheme framed by "**HDFC Limited**" applied to "**HDFC Limited**" for a loan of Rs. 25499.00..... for the purchase of the flat under the scheme and "**HDFC Limited**" has agreed to sanction a loan of Rs. 25499.00...../- to the Allottee Borrower jointly with the aforesaid co-applicant

Bipul Kumar Halder

For Housing Development Finance Corpn. Ltd.
[Signature]
Authorised Signatories

For Bengal Shapoorji Housing Dev. Pvt. Ltd.
[Signature]
Authorised Signatory

(hereinafter referred to as the "housing loan") subject to the usual terms and conditions applicable to the said housing loan scheme such as mortgage of the property, rate of interest, repayment terms, payment of additional interest in case of default,.

AND WHEREAS the Allottee Borrower has already deposited with BSHDPL a sum of Rs. 1,50,000...../- (Rupees ONE LAKH FIFTY..... THOUSAND..... only) as part payment towards the purchase price of the property under the scheme.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. That the allottee borrower having been provisionally allotted the flat being flat No. L/57/0505,5th..... floor under the SPandan/ SPriha at Shukhobrishti, Phase morefully described in the Schedule hereunder written) along with a 2/4 wheeler (open/In-stilt) parking space being open/Instilt parking amount Rs 25,499.00... by "HDFC Limited" shall first pay to BSHDPL the difference between the provisional/final purchase price as applicable to the installment payment plan or down payment plan respectively and housing loan sanctioned by "HDFC Limited". Subsequent to this, at the request of Allottee Borrower/s knowing fully well that the construction will be completed by June 2020 or at a later date or any extended period, "HDFC Limited" will make disbursement of the loan to Allottee Borrower/s and Disbursement Cheque will be in favour of Accounts' Title as mentioned in the pay-in-slip(s) provided by the BSHDPL on behalf of the allottee borrower in full or in installments as the case may be which Allottee/Borrower & "HDFC Limited" agree and confirm.

2. "HDFC Limited" will no way be responsible for completion of the Flat/Site possession thereof and shall not be held liable in any manner either directly or indirectly for the disbursement made or any delay thereof. "HDFC Limited" may in its sole discretion refuse to disburse the Housing Loan either in fully or in parts thereof without assigning any reason, whatsoever.

3. BSHDPL shall maintain a separate account for the Allottee Borrower and adjust the amounts advanced by "HDFC Limited" against provisional/final price as the case may be of the flat provisionally allotted to the allottee borrower. BSHDPL shall be entitled to refuse the possession of the Flat in the event BSHDPL not receiving the full consideration from the Allottee Borrower and or from "HDFC Limited" for any reason whatsoever. BSHDPL shall in its sole discretion be entitled to cancel the provisional allotment in such event without any notice to "HDFC Limited".

4. On completion of the construction of house property, however provided that BSHDPL has received the entire consideration and all the amounts payable by the allottee borrower, the possession thereof shall be handed over by BSHDPL to the allottee borrower subject to his complying with the terms and conditions of the provisional allotment letter dated 12/12/14 in full along with the document of title thereto on freehold/leasehold basis as the case may be. However, the Sale/Lease Deed (as the case may be) in favour of the allottee borrower by the BSHDPL shall be executed within a reasonable time from the date of such delivery or possession provided allottee borrower has complied with the aforesaid requirements.

For Housing Development Finance Corpn. Ltd.

Bhup Kumar Halder
Authorized Signatory

Bhup Kumar Halder

5. The flat (particularly described in the Schedule) shall form part of the security for the housing loan granted by " **HDFC Limited** " by way of depositing the letter of allotment as well as the Money Receipt provided always that the mortgage and/or to be created by Allottee/Borrower as aforesaid in favour of **HDFC Limited** shall always be subject and/or sub-servient to the mortgage and/or charge created and/or to be created by the BSHDPL and/or Shapoorji Pallonji & Co. Pvt. Limited in favour of any Bank and/or Financial Institution to secure the loans and/or credit facilities granted and/or agreed to be granted by them to BSHDPL for implementation and/ or execution of the Project. As far as the No objection is concerned, this tripartite agreement construed as the provisional consent of BSHDPL in favour of " **HDFC Limited** ". As soon as the Sale Deed/Lease Deed is executed by BSHDPL, the allottee borrower shall submit the original Sale Deed/Lease Deed of the housing property immediately to " **HDFC Limited** " as the said flat is already mortgaged with " **HDFC Limited** " to secure the housing loan. The allottee borrower shall also furnish all the necessary documents and the payment of stamp duty and registration charge etc. as applicable for the purpose of registration.

6. In the event of cancellation of the booking, for any reason whatsoever BSHDPL shall refund and pay the dues and /or claims of " **HDFC Limited** " to the extent possible out of the money received from the Allottee Borrower directly and / or through "**HDFC Limited**". Subject however to the deduction of service charges of **Rs.25,000/-** (Rupees Twenty Five thousand only) incase of "**Spandan**" and the sum of **Rs.75,000/-** (Rupees Seventy Five thousand only) only in case of "**Spriha**" and also subject to the recovery of its own dues and outstanding which exists at the time of cancellation of the booking and inter alia, includes interest payable by the Allottee Borrower to BSHDPL incase of delay in payment of installment(s) and/or other dues, if any, as per the General Terms and Conditions (GTC) of the Project, **Shukhobrishti, (Phase-7)**. It is agreed that the amount of claim, determined by " **HDFC Limited** " shall be final and binding on the Allottee Borrower. BSHDPL after deduction of service charges and recovery of its own dues and outstanding including interest on delayed payment of installment out of the amount received from the Allottee Borrower shall pay and/or refund to " **HDFC Limited**", the balance amount and in such payment by BSHDPL, it shall be discharged from its liabilities towards making any payment by it to the Allottee Borrower or to " **HDFC Limited**".

7. i) Nothing contained in this Tripartite Agreement shall dilute the contents of the terms and conditions of allotment/agreement to sell executed/to be executed between the BSHDPL and the Borrower in respect of the sale of the Property and/or the loan agreement executed between the Allottee Borrower and " **HDFC Limited** ". The terms and conditions of the sale of the Property shall continue to be binding upon the Allottee Borrower and the subsequent nominee inter alia in respect of the terms of the sale, sale consideration, payment of dues to the BSHDPL and the rights, interests and/or other entitlements of the BSHDPL under the said agreement to sell.

ii) As between " **HDFC Limited** " and BSHDPL this Tripartite Agreement cease to have effect after execution of the conveyance deed and its submission to " **HDFC Limited** " by the Allottee Borrower and handing over of possession of property to the Allottee Borrower by BSHDPL.



Bijul Kumar Halder

For Housing Development Finance Corp. Ltd.

Rh...
Authorised Signatory

iii) Save and except what is stated in clause 6 above under no circumstances BSHDPL shall be responsible to pay to " **HDFC Limited** " any sum / amount of loan, interest, charges, penalties etc., re-payable by the allottee / borrower for any reason whatsoever and BSHDPL has signed and executed this agreement in its capacity as confirming party only and the same can not be construed as any guarantee or assurance for repayment.

iv) Neither BSHDPL nor its affiliates will be liable to " **HDFC Limited** " and or Allottee / Borrower under any contract, negligence, strict liability or otherwise for any direct, indirect, incidental or consequential loss or damages (including without limitation lost profits) with respect to any subject matter of this Agreement.

v) Unless and until any party provides a different address by notice in writing to the other parties to this Agreement, the addresses for notices shall be as under:

If to BSHDPL : Bengal Shapoorji Housing Development Private Limited
'Mira Tower', 8th Floor,
DN 27, Sector -V,
Salt lake
Kolkata- 700 091

If to Borrower : Mr. BIPUL KUMAR HALDER
D.186/204, SAPOORJI,
NEW TOWN ACTION AREA - III,
RAJARHAT, KOLKATA
PIN - 700135

If to **HDFC Limited** Brooke House,
2nd Floor,
9, Shakespeare Sarani,
Kolkata = 700071

For Housing Development Finance Corpn. Ltd.
R. K. Halder
Authorised Signatories

All notices required by this Agreement shall be given in writing in English by Registered AD postage prepaid to the parties entitled to it, at their address set forth above or such other address, it shall hereafter designate in writing with due notice for the purpose of change confirmed by Registered AD postage prepaid or by hand.

SCHEDULE

ALL THAT Flat/Tower in being Flat No. L157/0505..., Floor No. 5th... Containing 690... Sq. ft. approx carpet area (inclusive of internal walls area) alongwith open /in-stilt, two/ four wheeler parking space (if any) along with undivided proportionate share of land in " Spandan/Spriha" at **SHUKHOBRISHTI**", Phase-7 proposed to be constructed/under construction at E-1/E-2, AA-III, New Town, Kolkata.



Bipul Kumar Halder

IN WITNESS WHEREOF the parties abovenamed have hereunto set their hands on the dates specified hereinafter in each case.

Bijul Kumar Halder
(Signature of the Allottee Borrower)

1st Witness

Name :
Address :
Occupation :

2nd Witness

Name :
Address :
Occupation :

For Bengal Shapoorji Housing Dev. Pvt. Ltd.

Jus
Authorised Signatory

(Signature on behalf of BSHDPL)

1st Witness

Name :
Address :
Occupation :

Sun Datta
MIRA TOWER, 8TH FLOOR
DN-27, SECTOR-V
SALT LAKE, KOLKATA-700 091
Service

2nd Witness

Name :
Address :
Occupation :

For Housing Development Finance Corpn. Ltd.

R. Maitra
Authorised Signatories

(Signature on behalf of **HDFC Limited**)

1st Witness

Name :
Address :

Occupation :

2nd Witness

Name :
Address :
Occupation :