



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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कुने युनइटेड बैंक ऑफ इंडिया
For UNITED BANK OF INDIA
कोक ओवन शाखा, दुर्गापुर-1
Coke-Oven Branch, Durgapur-1
मुख्य प्रबंधक / Chief Manager

TRIPARTITE AGREEMENT

This agreement is made this 18th day of NW 2017, between

1) MR WRHEETOOPARNO KHAN, S/o Mr Anjan Kumar Khan , aged about 31 years , And
2) MR ANJAN KUMAR KHAN , S/o Late Suniti Kumar Khan , both are residing at D 116, Shastri Avenue , Bidhan Nagar, Durgapur -12 , Dist Burdwan (W) , hereinafter referred to as "allottee borrower" (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his / her/ their respective heirs, executors, administrator, legal representatives and assignees) of the **FIRST PART** AND

SKYWOOD DEVELOPERS PVT LTD, duly represented by CEO Mr Subhajit Saha , S/o Kalipada Saha , a Private Limited Company having its office at 20/1 , Sahapur Colony , Plot No. 100, 1st Floor New Alipore , Kolkata -700053 , hereinafter referred as "builder & developer" (Which expression shall include unless repugnant to subject or context or meaning thereof Be deemed to include its successors and assignees) of the **SECOND PART**, AND

United Bank of India, a body corporate constituted under the Banking companies (Acquisition Transfer of Undertakings) Act, 1970 having its Registered/Principal office at 11, Hemanta Basu Sarani, Kolkata – 700 001 and branch office at Coke Oven , Durgapur 713201 , hereinafter referred to as "the Bank"(Which expression shall unless repugnant to the subject or context or meaning thereof Be deemed to include its successors in business and assignees) of **THIRD PART**.

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SKYWOOD DEVELOPERS PVT. LTD.

C.E.O.

SI No. 3533 Date 30/8/2017

Sold to U. B. I

Address Durgapur 1

Value of Stamp 100/-

Date of Purchase of the stamp

Paper from Treasury

Name of the Treasury from
Durgapur

Somnath Chatterjee

Somnath Chatterjee

Stamp Vendor

A.D.S.R. Office, Durgapur-16

Licence No.-1/2016-17

WHEREAS the developer/builder started /starting construction of a G+4 storied building comprising of several flats, units, car parking spaces and other spaces at the Apartment named as "SKYWOOD GREENS", situated at Mouza Khariberia, JL No. 29, Pargana Magura, Dag No 102, 1003, Ir Khatian No. 2223, under Purba Bishnupur Gram panchayet, PS & ADSR Office Bishnupur, Dist 24 Parganas (S).

AND WHEREAS the developer/builder has agreed to sell/allot and the borrower has agreed to purchase all that flat No. C2, in Block No. 3 on the 2ND Floor measuring more or less the total built up area of 657 sq.ft. /sq. mtr. along with 1 semi Covered Parking Space measuring an area of 120 sqft. in the said building together with undivided, impartible, undemarcated variable share and interest in the land at unit/ flat No C2 which being proportionate to the total built up area of the said unit/flat together with the proportionate share and interest in the area comprised in the common parts, common amenities, conveniences more fully described in the schedule hereunder written for a total consideration of Rs. 18,50,000.00 (Rupees Eighteen lakh and fifty thousand only) free from all encumbrances, charges, lispences, attachments, trust or whatsoever and howsoever.

AND WHEREAS in term of the said agreement, borrower/allotte has already paid a sum of Rs 9,25,000.00 (Rupees nine lakh and twenty five thousand only) in part payment of the consideration amount and the developer/builder has provisionally allotted the flat/unit being No C2 at 2 nd floor, more particularly described in the schedule hereunder.

AND WHEREAS the builder/developer has agreed to complete the construction within the Period of 60 months from the date of provisional allotment dated 2013 March and hand over the possession of the said allotted flat to the Allottee Borrower in term of allotment letter against the balance payment.

AND WHEREAS for the purpose of making payment of the purchase price and acquiring the ownership of the said flat/unit the allottee borrower along with Mr ANJAN KUMAR KHAN the co-applicant have approached United Bank of India for providing finance under its United Housing Loan Scheme and United Bank of India has agreed to sanction loan of Rs.9,25,000.00 (Rupees Nine lakh and twenty five thousand only) to the allottee borrower jointly with the co-applicant Subject to usual terms and conditions applicable to the said United Housing Loan Scheme, Such as mortgage of property, rate of interest, repayment terms, payment of penal interest in case of default, assignment of insurance policy to the bank and furnishing of other collateral securities etc.

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SKYWOOD DEVELOPERS PVT. LTD.

Subhojit Bhanu

C.E.O.

कृते युनाइटेड बैंक ऑफ इंडिया
For UNITED BANK OF INDIA
कोक ओवन शाखा, दुर्गापुर-1
Coke-Oven Branch, Durgapur-1


Chief Manager

AND WHEREAS at or before the execution of this agreement the developer/ builder has represented and assured UNITED BANK OF INDIA in terms of their letter at Annexure as follows:

- a) The unit/flat proposed to be sold is free from all encumbrances.
- b) That the Developer/builder has full power and authority to sell and transfer the said Unit /flat unto and in favour of the allottee borrower.
- c) That the said sale agreement entered into between the developer/builder and the allottee borrower is valid and subsisting and there is no breach of any of the terms and conditions of the said unit flat purchase agreement on the part of the borrowers.
- d) That the said plan has been lawfully and validly sanctioned.

AND WHEREAS the builder/developer is empowered under the **Development deed** executed Between the original owner of the land and builder/developer to develop land construct the multi-storeyed building, book flat, accept the advance payment and other subsequent payment and also final payment and execute the conveyance deed under their signature on behalf of the original owner.

AND WHEREAS relying on the aforesaid representation and at the request of the allottee borrower United Bank of India has agreed to sanction loan of **Rs.9,25,000.00** ✓ **(Rupees Nine lakh and twenty five thousand only)** payable with interest @8.55 % p.a. subject to change from time to time and/on specific undertaking by the allottee borrower to execute by way of security in the said unit/flat and also on the undertaking by the allottee borrower that the borrower's right title interest in the said Unit/Flat which is under construction and remains to be completed and shall remain charged/mortgaged with the United Bank of India and further on the terms and condition agreed upon between United Bank of India and the allottee borrowers.

AND WHEREAS the builder/developer has undertaken to the United Bank of India that they Would obtain completion certificate and the certificate of occupation of Unit/flat issued by the Municipal Corporation and also undertake that on execution of conveyance deed in respect of Unit/flat the conveyance deed will be deposited with the bank.

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SKYWOOD DEVELOPERS PVT. LTD.
Subhojit Behra
C.E.O.

कृते युनाइटेड बैंक ऑफ इंडिया
For UNITED BANK OF INDIA
कोक ओवर ब्रांच, दुर्गापुर-1
Coke-Over Branch, Durgapur-1

मुख्य प्रबंधक Chief Manager

AND WHEREAS the borrower has deposited the letter of allotment dated 25/03/2013 and the money receipt dated as under with the Bank for the part payment made to the builder/ developer.

	<u>Rupees</u>	<u>Dated</u>	<u>Cheque No.</u>	<u>Bank</u>
1)	4,89,680.00	25/03/2013	241568	UCO Bank
2)	1,00,000.00	10/03/2017	929709	UCO Bank
3)	1,00,000.00	27/03/2017	988045	ICICI Bank
4)	2,35,320.00	25/04/2017	988393	ICICI Bank
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	Rs. 9,25,000.00			

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. That the builder/developer has agreed and confirmed to sell the said unit/flat No C2 at 2 ND floor in the Block 3 more described fully in the scheduler hereunder against advance payment of Rs9,25,000.00 (Rupees Nine lakh and twenty five thousand only) as part payment towards the purchase price of the aforesaid unit/flat and at the request of the borrower, the United Bank of India has agreed to sanction loan of Rs9,25,000.00 (Rupees Nine lakh and twenty five thousand only) repayable with interest @8.55 % p.a. subject to change from time to time and on the terms and conditions separately agreed between United Bank of India and the allottee borrower.
2. SKYWOOD DEVELOPER PVT LTD. builder/developer shall maintain a separate account for the Allottee Borrower and adjust the amount advanced by United Bank of India against the Provisional/final price as the case may be of the unit/flat provisionally allotted to the Allottee Borrower.
3. That in consideration of bank agreeing to sanction the housing loan under its United Housing Loan Scheme to the Allottee Borrower/s. SKYWOOD DEVELOPER PVT LTD. (builder/developer) has agreed to accept the payment in terms of allotment letter and in case of default by the Allottee Borrower in any of the terms and conditions and the allotment is cancelled and or the borrower desires to withdraw from the scheme the builder/developer shall refund the entire amount to the bank together with interest at the rate applicable to the bank towards protanto satisfaction of the housing loan and interest thereon.

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SKYWOOD DEVELOPERS PVT. LTD.
C.F.O.

Handwritten signature of C.F.O.

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मुख्य प्रबंधक / Chief Manager

4. That on completion of the construction of the housing property the possession thereof shall be handed over by SKYWOOD DEVELOPER PVT LTD. (builder/developer) to the Allottee Borrower Subject to his/her compliance with the terms and conditions of the allotment letter dated 25/03/2013 In full after obtaining no objection from the bank in writing and the borrower shall hold the said Unit/flat in trust for United Bank of India when the possession is delivered. However, the sale Deed/lease deed as the case may be in favour of the Allottee Borrower by SKYWOOD DEVELOPER PVT LTD. builder/developer shall be executed immediately after the completion of the Flat and immediate after the date of the delivery of such possession after obtaining no objection From the bank in writing.

5. After registration of the deed of conveyance original receipt granted by the Registration Authority shall be deposited and or delivered by the Developer to United Bank of India.

6. The No Objection for creation of mortgage is concerned this Tripartite Agreement Constituted as the consent of SKYWOOD DEVELOPER PVT LTD. builder/developer in favour of United Bank of India. As soon as the sale deed/lease deed is executed by SKYWOOD DEVELOPER PVT LTD. (builder/developer), received from the Registration Authority, the Allottee Borrower shall deposit the original sale deed/lease deed of the housing property immediately to United Bank of India as the said house is already mortgaged with the United Bank of India to Secure the housing loan.

7. All Stamp duty and charge payable for registration of the deed of conveyance or transfer And also on deed of mortgage or charge shall be paid by the borrower.

8. If the Allottee Borrower desired to withdraw from the agreement or in the event of cancellation of allotment of the house property for whatsoever reasons or if he/she/they fail(s) to pay the balance amount being the difference between the loan sanctioned by United Bank of India and the provisional/final price of the house property or the contract between SKYWOOD DEVELOPER PVT LTD. (builder/developer) and Allottee Borrower is terminated or rescinded for whatsoever reasons, SKYWOOD DEVELOPER PVT LTD. (builder/developer) shall refund of the aforesaid amount from the builder if any balances remain outstanding in the loan account of the borrower/allottee, the same will be recovered from the borrower together with interest.

9. The builder/developer have agreed to with the United Bank not to rescind or Cancel the said unit/flat purchase agreement except with the prior consent of the United Bank of India in writing and on such cancellation the builder/developer shall be bound to act as per Instructions of United Bank of India.

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10. The builder/developer undertake that in case of failure for any reason whatsoever to allot /hand over the possession of the unit/flat to the allot tee borrower as per terms, the developer/Builder shall immediately refund total money so received from the allot tee borrower and/or from the bank with interest to the bank to the extent of its dues.

11. That in case of default in executing mortgage in favour of the Bank to secure the housing loan or in default or repayment of instalment and /or interest thereof, the bank may exercise its power under the said Power of Attorney including completion of conveyance deed, taking delivery of the title deeds and/or possession of the said flat.

12. The developer/builder have further agreed:

- a) Not to create any charge or mortgage over and in respect of the said unit/flat except in favour of United Bank of India;
- b) Not to permit any other person to occupy the said unit/flat without prior written permission to the UNITED BANK OF INDIA.
- c) The developer/builder shall complete the said unit/flat strictly in accordance with the said unit purchase agreement and also within the time as agreement and also within the time as agreed.
- d) To regularly keep United Bank of India informed as to the progress of the work of construction of the said unit/flat.

SCHEDULE

That all the Flat/House in Block No 3 on the Floor 2 ND being Flat. No. C2 as Proposed to be constructed /under construction at premises No./ the Apartment named as "SKYWOOD GREENS ", situated at Mouza Khariberia , JL No. 29, Pargana Magura , Dag No 102, 1003, Ir Khatian No. 2223, under Purba Bishnupur Gram panchayet , PS & ADSR Office Bishnupur , Dist 24 Parganas (S) according Sanctioned Plan.

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SKYWOOD DEVELOPERS PVT. LTD.
Subhanshu Kumar
C.E.O.

कृते युनाइटेड बैंक ऑफ इंडिया
For UNITED BANK OF INDIA
कोक ओयन शाखा, दुर्गापुर-1
Coke-Oyen Branch, Durgapur-1

मुख्य प्रबंधक / Chief Manager

The parties herein below have executed these presents and have set their hands and seal on the Day, month and year first above written.

1) Signed and delivered by Allot tee Borrowers.

1) MR WRHEETOOPARNO KHAN

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2) MR ANJAN KUMAR KHAN

[Signature]
2) Signed and delivered for and On behalf of
SKYWOOD DEVELOPER PVT LTD.
(Build SKYWOOD DEVELOPERS PVT. LTD.)

[Signature]
Name Designation with common
Seal in case of Limited Company

3) Signed and delivered for and on behalf of
कृते, युनाइटेड बैंक ऑफ इंडिया
For UNITED BANK OF INDIA
कोक ओवन ब्रान्ड, दुर्गापुर-1
Coke Oven Brand, Durgapur-1

[Signature]
मुख्य प्रबंधक / Chief Manager
(name designation)

Constituted Attorney of :-
AVADH MERCHANTS PVT. LTD.

[Signature]
4) Signature of the original owner
As consenting party
(wherever applicable)