

**TRIPARTITE AGREEMENT**

This Agreement made the 10<sup>th</sup> day of July Two thousand Seven between (1)  
Mr./Mrs./Ms. Sunita Jain s/o w/o d/o Sri  
Sangay Jain aged 45 years, residing at  
3B, Ram Mohan Mullick Garden Lane  
Kolkata - 700010 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', 8<sup>th</sup> 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, HT Parekh Marg, 169, backbay Reclamation, Churchgate, Mumbai-400020 and branch office at Brooke House, 2<sup>nd</sup> 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. M/79/0202  
2<sup>ND</sup> floor in **Phase-7**, along with open/stilt, two/four wheeler parking space (if any) (more fully 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 12.12.16 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. 15,00,000** for the purchase of the flat under the scheme and "**HDFC Limited**" has agreed to sanction a loan of **Rs. 15,00,000** to the Allottee Borrower jointly with the aforesaid co-applicant (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.

Sunita Jain

Sangay Jain

For Bengal Shapoorji Housing Development Pvt. Ltd.  
[Signature]  
Authorized Signatory

For Housing Development Finance Corpn. Ltd.  
[Signature]  
Authorized Signatory

AND WHEREAS the Allottee Borrower has already deposited with BSHDPL a sum of Rs. 10,18,876/- (Rupees Ten Lacs Eighteen Thousand only) as part payment towards the purchase price of the property under the scheme.

**NOW IT IS HEREBY AGREED AS FOLLOWS :-**

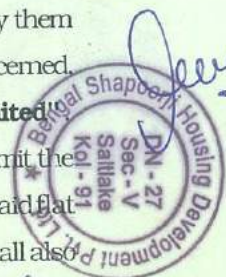
1. That the allottee borrower having been provisionally allotted the flat being flat No. M/79/0202 2ND floor under the SPandan/SPriha at Shukhobrishti, Phase more fully described in the Schedule hereunder written) along with a 2/4 wheeler (open/Instilt) parking space being open/Instilt parking amount Rs. N/A by BSHDPL and having been sanctioned a loan of Rs. 15,00,000/- 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/sknowing fully well that the construction will be completed by 1st 8/2022 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 12.12.16 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.

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



Sunita Jain

Shapoorji Jain

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) in case 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 in case 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.

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-700091



Sunita Jain

Sangay Jain

If to Borrower: Mr. s. Sunita Jain  
35, Ram Mohan Mallick  
Garden Xene  
Kolkata - 70010

If to **HDFC Limited** Brooke House,  
2<sup>nd</sup> Floor,  
9, Shakespeare Sarani,  
Kolkata-700071

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. M/79/0202, Floor No. 2nd Containing 690 Sq. ft. approx carpet area (inclusive of internal walls area) along with open /insttit, two/four wheeler parking space (if any) along with undivided proportionate share of land in " **Spandan/Spriha**" at **SHUKHOBRIHTI**, **Phase-7** proposed to be constructed/under construction at E-1/E2, AA-III, New Town, Kolkata.

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

Sunita Jain Sunita Jain  
(Signature of the Allottee Borrower)

**1st Witness**

Name :  
Address :  
Occupation :

**2nd Witness**

Name :  
Address :  
Occupation :

or Bengal Shareholders Pvt. Ltd.  
Ju  
Authorised Signatory



(Signature on behalf of BSHDPL)

**1st Witness**

Name :  
Address :  
Occupation :

**2nd Witness**

Sunita Jain

MIRA TOWER, 8<sup>th</sup> FLOOR  
DN-27, SECTOR-V  
SALT LAKE, KOLKATA-700 091

Sunita Jain

Name  
Address  
Occupation

: For Housing Development Finance Corpn. Ltd.

*[Signature]*  
Authorised Signatories

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

**1st Witness**

Name

Address

Occupation

**2nd Witness**

Name

Address

Occupation

*Sunita Jain*

*[Signature]*