

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

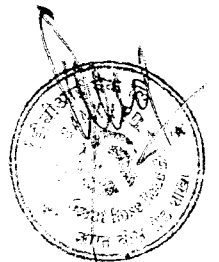
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 868814

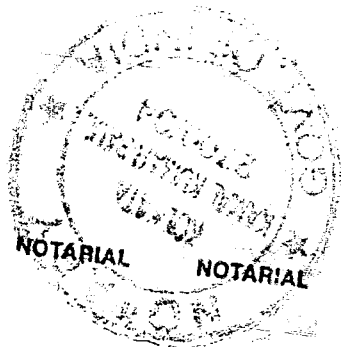
This NDA entered between RDA, 1081 Bank
& Mr. Ram Kumar Pandey. (PH 1 - 31 - 854).



पश्चिम बंगाल
कोलकाता
2700/04

Ram Kumar Pandey

42



TRI-PARTITE AGREEMENT

THIS AGREEMENT executed at Kolkata at this 28 Day of JAN., 2016 among
Shri/ Smt. RAM KOMAR PANDEY son / daughter / wife of RAMESH PANDEY aged about
38 years, nationality - Indian, by faith -, and Shri/ Smt. _____ aged about _____ years, nationality - Indian, by
son / daughter / wife of _____, both residing at 38, Arbind Nagar, Kol-32 (hereinafter referred to
faith -, as 'the Borrower' which expression shall unless it be repugnant to the context or meaning
thereof, be deemed to mean and include respectively his/ her legal heirs, executors,
administrators and assigns) of the First Part

AND

Riverbank Developers Private Limited, a company registered under the Companies Act, 1956 (1 of 1956) and having its Registered office at 225C, A.J.C. Bose Road, 4th Floor, Kolkata - 700020, represented through its Authorised Signatory holder Ms. Satinder Kaur, daughter of Mr. Balbir Singh, aged about 31 years, working for gain at 225 C, A.J.C Bose Road, Kolkata - 70020, (hereinafter referred to as 'the Owner/ Developer' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Second Part

Ram Kumar Pandey



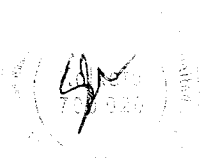
AND

IDBI Bank Limited, a company registered under the Companies Act, 1956 and a Banking Company within the meaning of section 5(c) of the Banking Regulation Act, 1949, having its Registered office at IDBI Tower, World Trade Complex, Cuffe Parade, Mumbai - 400 005 and a Branch Office at _____ (hereinafter referred to as '**the Bank**' which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the Third Part.

The Borrower, the Owner/ Developer and **IDBI Bank Limited** are hereinafter collectively referred to as "the Parties" and individually as "the Party".

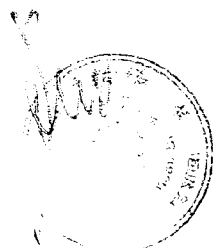
WHEREAS:

1. The Owner/ Developer is seized and possessed of and otherwise sufficiently well entitled to ALL THAT PIECE AND PARCEL OF LAND measuring about 19.1 Acres forming part of various Dag Nos. under ward no. 27, J.L. No. 42, Khatian no. 3 in Mouza Mirpur under PS: Maheshtala in the Dist. 24Pgs(s) presently known and numbered as municipal holding/ premises no. 1 New Bata Road, Batanagar, Maheshtala, Kolkata - 700140 (hereinafter referred to as the 'Said Premises') which is more particularly described in the First Schedule hereto
2. The Owner/ Developer has decided to commercially make use of the said premises by constructing a multi-storied building consisting of various flats/ apartments on the said premises.
3. The Bank has introduced a Home Loan Scheme with an aim to provide loan to interested persons to enable them to purchase and acquire flats in India.
4. The Borrower is/are desirous of acquiring a flat/apartment i.e. flat/apartment No. T-31/BA4, on the 8th floor admeasuring 7.2 square feet (super built up area) in the project known as **Hiland Greens**, situated at a portion of Municipal Holding No. 1 (hereineinafter referred to as the "said property"), and for the said purpose has approached the Owner/ Developer, in pursuance whereof, the Owner/Developer has allotted the said property to the Borrower vide a allotment letter dated 01/03/14 bearing reference no. _____ in lieu of the consideration and on the terms and conditions stated therein (hereinafter collectively referred to as the "Allotment Letter") and the Borrower has also obtained the permission to mortgage the said property in favour of IDBI Bank from the Owner/ Developer vide a letter dated 27/12/15 on the specific terms and conditions recorded therein.

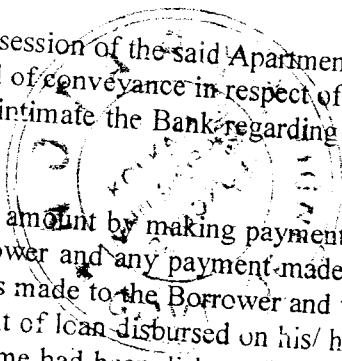


For the Party

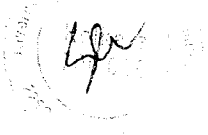
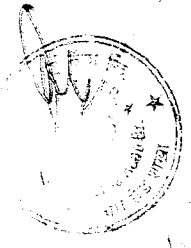
2700/04
M.M.S. Court
27 Parkshall Street
KOLKATA



5. The Borrower has approached the Bank for a loan of Rs. 11,00,000/- (Rupees Eleven Lacs Only) (hereinafter to be referred as the "loan") and has entered/ agreed to enter into a Agreement with **IDBI Bank Ltd.** (hereinafter referred to as the 'Loan Agreement') for availing financial facilities as stated therein on the terms & conditions provided therein for the purpose of purchasing the flat more particularly described in the Second Schedule hereto.
6. The Loan Agreement stipulates, inter alia, that the Borrower shall create charge of the said flat to be purchased from the Owner/ Developer in favour of the Bank.
7. The Owner/Developer will, prior to handing over possession of the said Apartment as also prior to the execution and registration of the deed of conveyance in respect of the Apartment, if applicable, in favour of the Borrower, intimate the Bank regarding the same.
8. Bank shall make disbursement of the sanctioned loan amount by making payment to the Owner/ Developer directly on behalf of the Borrower and any payment made to the Owner/ Developer shall be deemed to be payments made to the Borrower and the Borrower/s shall, in each case, be liable for the amount of loan disbursed on his/ her/ their behalf to the Owner/ Developer as though the same had been disbursed directly to Borrower/s
9. The Borrower has represented that the 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 Borrower and the Owner/Developer. The Bank has considered the request of the Borrower with a clear understanding and irrevocable undertaking by the Borrower that subsequent to the disbursements as requested by the Borrower, there would be no default for any reason whatsoever.
10. In consideration of a sum of Rs. 9,80,000/- (Rupees Nine Lacs Eighty Thousand Only) already deposited by the Borrower with the Owner/ Developer Allotment as initial payment by way of earnest amount or otherwise for the purchase of the said flat under the allotment letter dated 01/03/14 issued by the Owner/ Developer and further sum of Rs. 11,00,000/- (Rupees Eleven Lacs Only) to be disbursed by the Bank directly to the Owner/ Developer on behalf of Borrower as per the schedule of payment the details whereof are provided in the allotment letter.

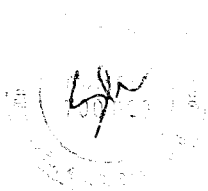


Bank to Party

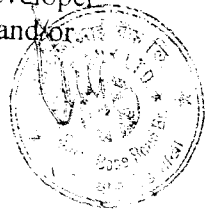


NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. The Borrower undertakes to create mortgage/ charge of the said flat in favour of the Bank and grants an irrevocable Power of Attorney authorizing the Bank to create mortgage of the said flat in favour of the Bank, in the event of the Borrower failing to duly create mortgage/ charge on the said flat in such form and manner as required by the Bank, within the stipulated period, as security for the repayment of the said loan Amounts payable by the Borrower to the Bank under the Loan Agreement.
2. The Borrower shall deposit the Agreement for Sale / the original Allotment Letter dated 01/03/14 bearing no. _____ and other title documents with the Bank. As and when a mortgagable right is transferred or created in favour of the Borrower, he shall create security on the Property to secure the Home Loan in such form and manner acceptable to the Bank. Parties desire that Agreement for Sale / the original Allotment Letter dated 01/03/14 bearing no. _____ shall be kept by the Bank in its safe custody till terms and conditions of grant of loan are complied with.
3. The Owner/ Developer has created charge over the said premises in favour of HDFC Ltd. for securing the financial assistance of Rs. _____ lakhs availed by the Owner/ Developer, which is still subsisting and the Owner/ Developer hereby agrees to obtain necessary NOC from HDFC Ltd. and IL & FS Trust Company Limited (Debenture Trustee) and unconditionally give necessary consent/ no objection for mortgage of the said flat by the Borrower in favour of the bank and the said Owner/ Developer hereby undertakes to record the charge to be created in favour of the Bank with respect to the said flat.
4. The Owner/ Developer shall endeavor to construct and complete the construction as per the permissions and approvals and the Agreement for Sale within the time frame specified therein.
5. The owner/developer would forthwith intimate the Bank about the execution and registration of the sale deed in favour of the Borrower and the Bank shall within 15 days of such intimation from the owner/developer arrange to collect through its authorized representative the registered deed. Owner/ developer shall not be liable for any loss/ damage of the registered deed if the Bank fails to collect the deed within the specified time.
6. That the Borrower agrees and consents that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursement as aforesaid. Without prejudice to above and notwithstanding anything to the contrary contained herein, Bank may in its sole discretion refuse to disburse the loan until:
 - a. The Borrower has paid his own contribution in full to the Owner/ Developer i.e. the cost of dwelling unit (including escalation, if any) less the loan and/or
 - b. Progress and need of construction justifies the disbursement requested.

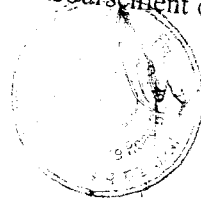


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7. The Owner/ Developer hereby agrees not to create any further charge on the said flat or deliver possession of the same in any other manner other than what has agreed upon by the parties herein in this Agreement.
8. The Borrower shall bring in or make proportionate amount of his contribution in the form and manner acceptable to the Bank so that the schedule of payments mentioned in the Agreement for Sale / Allotment Letter dated 01.03.19... is adhered to. The Bank has no obligation to make disbursement to the Owner/ Developer unless the required amounts are brought in by the Borrower.
9. If the Borrower fails to pay the difference amount between the loan sanctioned by the Bank and the purchase price of the said property to the Owner/ Developer or in the event of death of the Borrower or in the event of the cancellation / termination of the allotment of the said property by the Borrower or by the Owner/ Developer on any ground whatsoever or in the event the contract between the Bank and the Borrower is terminated for any reason, then subject to, the conveyance deed of the said property not having been executed and lodged for registration in favour of the Borrower and prior written intimation to the Bank, the amounts received by the Bank after deducting said property will be refunded by the Owner/ Developer to the Bank in accordance with the terms and conditions of the Allotment Letter and/or any amendment thereto, whereupon the charge and mortgage of the Bank in respect of the said property shall stand automatically cancelled / revoked and neither the Bank nor the Borrower shall have any manner of right or demand or action against the Owner/ Developer nor have any manner of right or interest or claim over or in respect of any part or portion of the said property. The Borrower hereby unconditionally and irrevocably subrogates all his/her rights to receive any amount payable by the Owner/ Developer to the Bank on the occurrence of any of the aforesaid events and such act of payment by the Owner/ Developer to the Bank shall amount to a valid discharge of the Owner/ Developer of its obligation to pay / refund any amount to the Borrower.
10. The Borrower and the Owner/ Developer acknowledge and agree that the Home Loan along with interest and other monies is recallable on demand for any default made by the Borrower, or the Borrower being declared as insolvent or incapable of handling his affairs, or the completion of the project is delayed, which, in the opinion of the Bank would affect the repayment of the Home Loan or quality of the security or for any reason which, in the sole discretion of the Bank, warrants recall of the Home Loan and other dues. However it is hereby agreed that upon such home loan being recalled by the Bank, the relevant provisions of Clause 10 above would automatically be triggered in so far as deductions available to the owner/ developer from the monies repayable to the bank and/ or borrower and also in respect of vacation of mortgage on the subject property.
11. The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Owner/ Developer and the borrower or make payments to the Owner/ Developer, as requested. Bank shall not be responsible for any delay or omission in disbursement on account of breach/default attributable to Borrower.

San for Party



12. That the Borrower undertakes that if for any reason there is an increase/ escalation in the cost of the house/ flat, such increase in cost shall be paid and borne by the Borrower without any reference to the Bank and until such increased amount is paid by the Borrower to the Owner/ Developer, the Bank reserves the right to suspend further disbursement of the sanctioned loan amount.
13. The Owner/ Developer hereby undertake that the said flat is free from all encumbrances, except to the extent of pari pasu charge created in favour of HDFC Ltd. and IL & FS Trust Company Limited (Debenture Trustee) and the owner/developer hereby undertake to obtain NOC from HDFC Ltd. and IL & FS Trust Company Limited (Debenture Trustee) In terms of Clause No. above.
14. The charge / lien of the Bank has been duly noted by the Owner/ Developer in its records/books. The Owner/ Developer shall not create any charge on the flat/plot/Property under construction/development without specific approval from the Bank, which shall not be unreasonably withheld by the Bank.
15. The Borrower undertakes not to create further mortgage/charge the said flat to any other person/ financial institution for raising any loan without the prior written consent of the Bank and no such consent shall be given by the Bank unless the entire dues payable to the Bank under the Loan Agreement is fully repaid.
16. The Owner/ Developer shall not entertain any request of transfer of the flat/ house of the borrower without the prior written consent of the bank.
17. That the Borrower shall unconditionally and unequivocally indemnify the Bank against all costs, charges, expenses, loss or damage incurred, suffered, caused or sustained by the Bank in the event of any default, breach, non performance or non payment by the Borrower of its obligations to the Bank.
18. The Owner/ Developer has clear and marketable title to the said premises and the building / flat / house / said Property constructed / to be constructed thereon . The Owner/ Developer declares and confirms that it has already acquired and shall duly acquire all relevant approvals, permissions, no-objections from all concerned authorities for the construction, completion and handing over of the flat to the Borrower/s and undertakes that it shall not take/ indulge in any action detrimental to the rights of the Bank without the prior written consent of the Bank.
19. The Bank reserves the right to stop disbursement of the facility on the event of breach by the Borrower of any of the terms and conditions of the Loan Agreement or any other transaction documents related thereto; and upon occurrence of such event, the provisions of Clause No. 6 above would be triggered.
20. This present agreement shall be binding upon and ensure to the benefit of each party hereto and their respective successors, permitted assigns, legal representatives, heirs, executors and administrators, as the case may be.
21. This present agreement shall be governed by and construed in accordance with the laws of India:

Mega No. 270004

P. H. S. S. S.

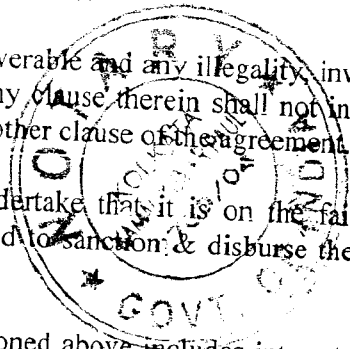
27/04/2011

2011/04/27

for K. Padma



- 22. The Parties agree that any legal action or proceedings arising out of the present agreement may be initiated by the Bank at its sole discretion of in any competent court, tribunal or other appropriate forum in Kolkata having jurisdiction over the dispute.
- 23. No amendment of any term or provision hereof of the agreement shall be effective unless made in writing and signed by all Parties hereto.
- 24. The clauses contained in this agreement are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any clause therein shall not in any way affect the legality, validity or regularity of any other clause of the agreement.
- 25. The Borrower and the Owner/ Developer undertake that it is on the faith of the aforesaid undertakings that the Bank has agreed to sanction & disburse the Loan to the Borrower.
- 26. It is further agreed that, the word "loan" mentioned above includes interest, Default/penal interest & all other sums, payable by the borrower to the Bank.
- 27. It is further agreed that this agreement will terminate upon registration of the conveyance deed in respect of the subject apartment unless otherwise determined.



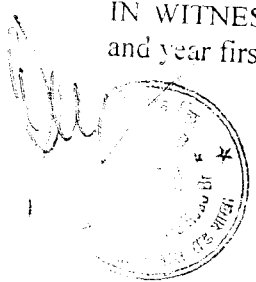
FIRST SCHEDULE REFERRED TO AS ABOVE
(The description of the 'Said Premises')

ALL THAT land measuring about 19.1 Acres forming various part of Dag nos. under ward no. 27, J.L. No. 42, Khatian no. 3 in Mouza Mirpur under PS: Maheshtala in the Dist. 24 pgs (s) presently known and numbered as municipal holding/premises no. 1 New Bata Road, Batanagar, Maheshtala, Kolkata - 700140.

SECOND SCHEDULE REFERRED TO AS ABOVE
(The description of the 'The Flat')

All That flat / apartment in Hiland Greens parcel, Tower no. 31 on the 8th Floor, being flat / apartment No. 8A24 in Calcutta Riverside Project with Cms no. parking space along with such undivided / proportionate share of land as will be mentioned in the conveyance deed.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.



[Handwritten signature]

Satinder Kaur

[Handwritten signature]

REGISTRY
ASST. COMR. OF INDIA
REGD. NO. 2700/04
CHARTERED CHAMBER
100, RAJENDRA STREET
KOLKATA - 700 001