

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

राजस्थान RAJASTHAN

R 119248

Tripartite Agreement

This agreement is executed on this 9th day of APRIL, 2012 between SHRI MRIDUL DUBEY son of Shri VISHNU DUTT DUBEY resident of CIVIL LINES, ALWAR hereinafter referred to as the 'Borrower (s)', which term shall unless repugnant to the context shall mean and include his/her heirs, representatives, successors, executors, attorneys, administrators and assigns, of the party at the 'First Part'.

AND

M/s PARADISE INFRASTRUCTURE (Name of the Builder/ Developers), a proprietorship firm/partnership firm/company incorporated under the provisions of the Companies Act 1956, having its registered office at 407, PARADISE, C-61-A, SAROJINI MARG, C-SCIEME, JAIPUR (Address of Builder/Developer), hereinafter referred to as the 'Builder', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

AND

State Bank of India, a body corporate, constituted under the State Bank of India Act 1955, having amongst others one of its Branch Office at MIA ALWAR (Name and address of Branch), hereinafter referred as the 'SBI', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

FOR PARADISE INFRASTRUCTURE

PARTNER

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Whereas, the 'Builder' has been allotted the Plot No.56 situated at **PARADISE ANAND, KANAK VRINDAVAN, D-BLOCK, AT SIRSI ROAD, JAIPUR** by the **JAIPUR DEVELOPMENT AUTHORITY** under Niji Khatadari (Name of Development Authority) hereinafter referred to as the 'Authority', for the construction of114..... (Number) residential units/~~apartments~~. The Party at the Second Part has already received the possession of the above-said plot. The building plans have already been approved by the **JAIPUR DEVELOPMENT AUTHORITY** (Name of the building plans sanctioning authority) vide **JDA/DC/ZONE - 12/11/D-784 DATED 02/02/2011** Whereas 'Builder' has taken up construction of residential apartment known as **PARADISE ANAND** on the said property and whereas the Party at the Second Part has already paid the entire consideration amount and the Sale Deed/Lease Deed/Conveyance Deed has already been executed in its favour and the title of the Party at the Second Part is clear and marketable.

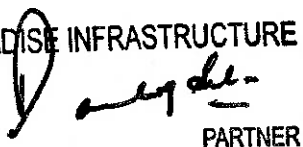
Whereas, the Party at the Second Part shall complete the construction of the flats latest by **DECEMBER 2012** (Date) and is booking the sale of the unit/apartment. The proposed buyer has to make the payment of the sale consideration by **CONSTRUCTION LINKED PAYMENT SCHEDULE** (Date) and on the payment of the entire sale consideration, the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

Whereas, the Party at the First Part has booked a **VILLA** bearing No. **56**, measuring super area/built-up area **1650 sq. ft.**, (hereinafter referred to as the said flat) in the building which the Party at the Second Part shall construct on the above said plot and the Party at the First Part has to pay the entire consideration amount by **CONSTRUCTION LINKED PAYMENT SCHEDULE**.

Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of **Rs 20,00,000/-** (Rupees **TWENTY LAKHS** only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favour of the Party at the Third Part. In the absence of proper Conveyance Deed/Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed/Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SBI sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

FOR PARADISE INFRASTRUCTURE


PARTNER





Now therefore it is hereby agreed by and between the parties that:

1. That the SBI has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.

2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase/construction of the said flat. In the event of default in the repayment of loan and/ or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI.

3. That if for any reason there is any increase/escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.

4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the SBI.

5. That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBI.

6. That the Builder shall note in its records the charge and lien of SBI over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SBI.


7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed/Sale Deed/Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBI and not to the Borrower(s). Before the execution of the Sale Deed/Conveyance Deed/Lease Deed, the builder shall inform the SBI about the same on the completion of the project.


8. That the builder agrees that the loan amount may be credited to the loan account no.....N.A......with.....N.A...... (Name of the Bank & Branch), from where the builder have availed financing facility for the project. [Wherever applicable]

FOR PARADISE INFRASTRUCTURE


PARTNER

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9. That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Lease Deed/Conveyance Deed/Sale Deed, he/she shall immediately deliver the same to the SBI.

10. That the Borrower(s) assures that he/she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage/charge the said flat to be allotted to him/her in any manner whatsoever.

11. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department/Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same.

12. That the Borrower(s) agrees and acknowledges to keep the SBI indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.

13. That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter/possession letter to the Borrower(s) without the prior written consent of the SBI.

14. It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SBI.

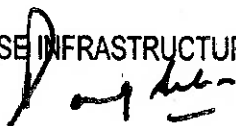
15. That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.

16. That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).

17. That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.

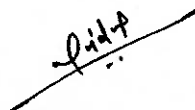
18. That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flats/ or charge created in favour of SBI in any manner whatsoever.

FOR PARADISE INFRASTRUCTURE



PARTNER

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19. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property,

20. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SBI shall remain binding upon the Borrower(s),

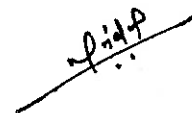
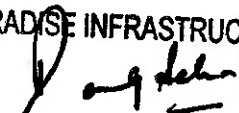
21. That in case of acquisition, forfeiture/resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector/Revenue Officer/Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

In witness whereof the parties hereto have signed this Agreement on the day, month and year first herein above written.

Signed and delivered by the:

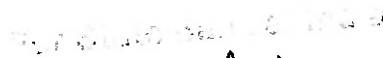
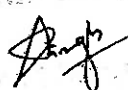
Named Borrower (s)

- i) Shri MRIDUL DUBEY
S/O Shri VISHNU DUTT DUBEY


Signature of Borrower (s)
FOR PARADISE INFRASTRUCTURE

PARTNER
Builder M/s

Authorized signatory of
PARADISE INFRASTRUCTURE

STATE BANK OF INDIA, MIA ALWAR
represented by its authorized official

Witness:

Name & Address

1.

Shri/Smt/Ms

Signature

2.

Shri/Smt/Ms

Signature

भारतीय गैर न्यायिक

दस
रुपये

₹.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

51AA 981832

THIS NON-JUDICIAL STAMP PAPER FORMS AN
INTEGRAL PART OF ARRANGEMENT LETTER

FOR RUPEES TWENTY LACS ONLY EXECUTED ON
09-04-2012 at M.I.A, ALWAR

SHRI MRIDUL DUBEY S/O SHRI VISHNU DUTT DUBEY R/O CIVIL LINES,
ALWAR - 301001

Mridul

Arrangement Letter

STATE BANK OF INDIA

MIA Awar BRANCH

To,

Shri/Smt./Kum.

1)....*M. Faridul Duley*.....

2).....

Date : *9/4/2012*

Dear Sir,

Personal Segment advances :

'SBI-MAXGAIN' HOME LOANS : Rs. *20:00* Lakhs

With reference to your application for 'SBI-MaxGain' Home Loan dated, we hereby sanction you a 'SBI-MaxGain' Home Loan limit (on Overdraft basis) of Rs. *20,00,000/-* (Rupees *Twenty Lakhs only*) on the following terms and conditions: *Diff*

2. Purpose

The loan is sanctioned to you for the purpose of purchase / construction / extension / repairs/renovation of new/second-hand residential house/flat/plot of land (hereinafter referred to as the 'project') at the following address: *Diff*

Villa 56, Paradise Anand Villas, Simsi Road, Jaipur.

3. Margin : *49.37* % of the total cost of the project

4. Rate of Interest :

Fixed Rate of Interest :-

Interest on the loan will be charged at% p.a. on daily reducing balance at monthly rests. SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exists or not. If the Borrower is not agreeable to the revised interest rate so fixed, the Borrower shall request SBI, within 15 days of receipt of the notice intimating change in interest rates from SBI, to terminate the loan and the Borrower shall repay the Loan and any other amount due to SBI in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.

Floating Rate of Interest :-

Interest on the loan will be charged at ~~0.75~~ % p.a. over Base Rate which is currently ~~10.00~~ % p.a. (The current effective rate being ~~10.75~~ % p.a.) with monthly rests. The rate of interest is subject to revision from time to time and you shall be deemed to have notice of changes in the rate of interest whenever the changes in Base Rate are either displayed on the Notice Board of the Branch or published in news papers or made through entries of the interest rate charged in the passbook/statement of account furnished to you. The Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon changes in Base Rate. In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

Enhanced rate of interest @ 1% per month (i.e.12% p.a.), over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable (present rate - Rs.250/- for every bounced cheque).

Any concession in interest rate would be applicable for two months from the date of sanction or till the currency of the specific campaign, whichever is earlier.

5. Repayment :

The loan is to be repaid in Equated Monthly Instalment of Rs 20305/- The repayment instalment commences (a) 2 months after completion of construction of house/flat or after eighteen months from disbursement of first instalment, where loan is released in instalments, whichever is earlier or (b) from the next month after the date of full disbursement in respect of outright purchase of land/house/flat/extension, repairs or renovation of an existing house/flat *. Drawing Power in the Overdraft limit will be reduced on monthly basis to the extent of principal component of EMI (as per annexure) Your liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.

* delete which is inapplicable.

Pre-closure Charges

NIL

6. Security :

The loan will be secured by :

- a) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at 56, Paradise Anand Vihar, Jaipur. for which the loan has been sanctioned, valued at Rs. 39,50,000/- belonging to Shri/Smt./Kum. Meerut Dubey S/o / W/o / D/o Vishnu Dutt Dubey {Borrower(s)} in favour of the Bank. *u/dit/p*
- b) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at _____ valued at Rs. _____ belonging to Shri/Smt./Kum. _____ S/o / W/o / D/o (Guarantor) and Shri/Smt./Kum. _____ S/o / W/o / D/o (Guarantor) _____ in favour of the Bank. *u/dit/p*
- c) Third Party Guarantee of *u/dit/p*
- d) *u/dit/p*

7. Utilisation of the loan :

The amount of the loan shall be utilised strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.

8. The sanction of loan will be valid for six months from the date of this letter. If no amount is disbursed during the validity period, you will be required to seek fresh sanction. 50% of the applicable processing fee would be payable for each fresh sanction. However, interest rate will be subject to change from time to time during the intervening period and depending on change in Base Rate the effective rate may vary.

9. Insurance :

The house/flat shall be insured comprehensively for the market value covering fire, flood, etc. in the joint names of the Bank and the borrower.

d. Inspection :

The Bank will have the right to inspect, at all reasonable times, your property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank and the cost thereof shall be borne by you.

11. Legal expenses etc. :

All legal and other expenses, like solicitor's and lawyer's fees, valuer's fees, insurance prEMIA, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

12. Disbursement :

The loan will be disbursed only on the following conditions :

- a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor/Advocate and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank..
- All the security documents prescribed have been executed by you/co-applicant (s)/ guarantor(s)
- c) The loan will be disbursed as under: (applicable where loans for construction is desired or purchase is through payment in instalments)

	Stage	Amount (Rs.)
i)		
ii)		
iii)		

i) Issue of cheque book etc.:

Cheque book will be issued and operation of the account on overdraft basis will be permitted only after final disbursement of the loan. Under no circumstances the drawings in the Loan account will be allowed to exceed the Drawing Power fixed in this regard.

The loan is also subject to other terms and conditions that may be prescribed by the Bank from time to time. Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

- ii) The Bank reserves the right to collect any tax if levied by the State/Central Government and/or other Authorities in respect of this transaction.

Yours faithfully

Asst. General Manager / Chief Manager / Branch Manager



received the original. I/We, undersigned agree to the terms and conditions as set out in this letter.

Borrower(s)

Date 9/4/12

[Handwritten signature]

Terms and conditions of the loan are accepted by me/us as a guarantor(s).

Guarantor(s)

Date