



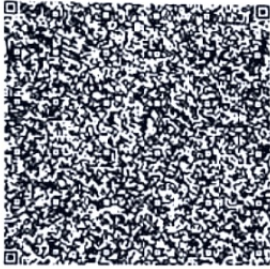
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp



Certificate No.	: IN-UP04137861009618Q
Certificate Issued Date	: 06-Feb-2018 12:34 PM
Account Reference	: SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0104978775686430Q
Purchased by	: SYED KHAIYAM AHSAN QUADRI AND SMT SAMINA KHATOON
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: FLAT NO.1203, PALACE-E, THE PALACE, AHAMAMAU, LUCKNOW.
Consideration Price (Rs.)	:
First Party	: OMAXE LIMITED
Second Party	: SYED KHAIYAM AHSAN QUADRI AND SMT SAMINA KHATOON
Stamp Duty Paid By	: SYED KHAIYAM AHSAN QUADRI AND SMT SAMINA KHATOON
Stamp Duty Amount(Rs.)	: 1,26,800 (One Lakh Twenty Six Thousand Eight Hundred only)



.....Please write or type below this line.....

UP 0005148834

### Statutory Alert:

- 1 The authenticity of this Stamp Certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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उत्तर प्रदेश UTTAR PRADESH

EN 059043

**TRIPARTITE AGREEMENT**

THIS Agreement is made and executed here at 17th Jan 19 on this \_\_\_ day of \_\_\_ 2018 between Syed Khayam Ahsan Quadri & Samina khatoun R/o BA/21, Vrindavan yejna, LKO (hereinafter called the "Borrower" which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives of the First Part and

**Omaxe Limited** a Company incorporated under the Companies Act 1956, having its registered office at Shop no. 19-B, first floor, Omaxe Celebration Mall, Sohna Road, Gurgaon-122011, (Haryana) hereinafter referred to as the "BUILDER" (which expression shall unless the context otherwise requires, include its successors and permitted 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 Raman House, 169 Back bay Reclamation, Mumbai-400 020, and having its branch office at \_\_\_\_\_ (hereinafter called "HDFC" which term so far as the context admits, shall mean and include their successors and assigns hereinafter referred to as "HDFC" (which expression shall unless the context otherwise requires, include its successors and permitted assigns). of the Third Part



Syed Khayam Ahsan Quadri  
Samina khatoun



4. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the residential unit to the Borrower by the Builder the Borrower shall be liable to pay to HDFC regularly each month the EMIs as laid down in the Loan Agreement to be signed by and between HDFC and the Borrower. The Borrower shall execute an indemnity and such other documents as may be required by HDFC in favor of HDFC in this regard.
5. The Borrower shall ensure to pay to the Builder his own contribution in full i.e the cost of the unit minus the loan amount being disbursed by HDFC before availing of the disbursement from HDFC.
6. That HDFC shall at the request of the Borrower disburse the total loan amount to the Builder by way of cheque drawn in favour of the Builder. Any balance payment or any payment towards escalation towards the cost of the residential unit shall be made by the Borrower himself to the Builder.
7. That the borrower and the Builder shall get the sale deed in respect of the said unit executed and registered at the time of handing over the physical possession of the said unit/residential unit to the Borrower. After execution the original sale deed shall be submitted directly to HDFC Ltd by the Builder (without recourse to the borrower), and it will be retained by HDFC Ltd for creation of security for the said loan. The borrower hereby expressly consents to this arrangement and also authorizes the builder to deposit with HDFC Ltd the sale deed and other documents on his/her behalf.
8. That if the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by HDFC and the actual purchase price of the unit/residential unit or in the event of any default or delays in payment of any amount due to HDFC as per the Loan Agreement signed by the borrower in respect of the loan or in the event of cancellation of the residential unit for any reason whatsoever, the entire amount received by the Builder including the borrowers own contribution will be refunded by the Builder to HDFC forthwith after forfeiting earnest money and other charges as per terms and conditions of Allotment letter/ Buyer's Agreement Dated 09/02/18 under intimation to the borrower for appropriation and adjustment by HDFC against all monies due to it from the borrower/s. The Borrower/s hereby subrogates all his rights for refund with respect to the said residential unit in favor of HDFC. Further if the amount received by HDFC is in excess of all the amounts due to it from the borrower, then the balance amount would be refunded by HDFC to the borrower at the earliest. However, no interest shall be payable on the amount refundable by HDFC.
9. Further if the Borrower commits a breach of any of the terms and conditions of this Tripartite Agreement it shall be treated as an event of default under the Agreement for Sale / Allotment cum Agreement for sale or any such agreement or document signed by and between the Borrower and the Builder for the sale of the said residential unit.

That in the event of occurrence of default under the Loan Agreement which would result in the cancellation of the Allotment as a consequence thereof and/or for any



*[Handwritten Signature]*  
 Manisha Khatoran



reason whatsoever if the allotment is cancelled, the total amount received by the builder and amount payable to the Borrower on account of such cancellation shall be directly paid to HDFC after forfeiting earnest money under intimation to the borrower for appropriation and adjustment by HDFC against all monies due to it from the borrower/s.

In other words, the builder agrees that in the event of cancellation of the allotment for any reason whatsoever, the total amount received by the builder on account of the residential unit shall be applied and utilized as follows:

- a) Firstly to the amounts due to HDFC after forfeiting earnest money and other charges.
- b) Secondly, the balance of such money shall be used to adjust the forfeiture/cancellation charges due to the Builder.

However, it is further agreed between the parties that such payment made by the Builder directly to HDFC shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan Agreement.

That the Borrower agrees that it unconditionally and irrevocable subrogates its right to receive any amount payable by the Builder to the Borrower in the event of cancellation in favor of HDFC and that the act of payment by the Builder to HDFC under this clause shall amount to a valid discharge of the Builder of its obligation to pay the Borrower such cancellation amount.

10. Further, the Builder is hereby authorized by the borrower and the Builder shall, in the event of any default or delay in payment of Pre-EMI or EMI payments due to HDFC by the borrower (as mentioned in clause 3 and 4 hereinabove) and on receipt of an intimation by HDFC, cancel the allotment of the residential unit/ unit in favor of the borrower and refund all monies to HDFC directly under intimation to the borrower for appropriation and adjustment by HDFC against all monies due to it from the Borrower as mentioned above.
11. In case of cancellation of the residential unit, as mentioned in any of the above-mentioned clauses, the Builder hereby agrees to make the payment of the amount due to HDFC at the earliest and in any case, within one month of the date of intimation by HDFC. Also, in case of any delay, the builder shall be responsible for payment of interest @ 18% per annum for the period of any delay beyond the date of intimation/cancellation/ settlement as intimated by HDFC.
12. The Builder also confirms and undertakes that it shall submit to HDFC all documents for the Project as requested by HDFC and shall keep HDFC informed of the progress of the project and shall obtain a clearance from HDFC before handing over possession of the respective unit to the borrower.



*[Signature]*  
*[Signature]*  
 Samir K. Khatwani



PROPERTY DETAILS: \_\_\_\_\_ in the Residential Township Project

*[Handwritten Signature]*  
Sami Khabou

Signed and Delivered by the within-named Borrower

Signed and Delivered by the within-named Builder  
By the hand of

*[Handwritten Signature]*

Signed and delivered by the within-named Housing Development Finance Corporation Limited by the hand of  
Mr./Ms. \_\_\_\_\_  
Its \_\_\_\_\_

*[Handwritten Signature]*