

## DRAFT TRIPARTITE AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ BETWEEN (1) Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_ and Smt \_\_\_\_\_ W/o Shri \_\_\_\_\_ aged \_\_\_\_\_ years respectively both residing at \_\_\_\_\_ (hereinafter called "BORROWER" his/her heirs, executors, administrators and legal representatives) of the FIRST PART, (2) Army Welfare Housing Organisation a registered under the Societies Registration Act XXI of 1860 having its registered office presently at South Hutments, Kashmir House, Rajaji Marg, New Delhi-110011 (hereinafter called 'The AWHO' through its Secretary or any other officer authorized by him/her in this behalf which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors or assigns) of the SECOND PART, and (3) \_\_\_\_\_, at \_\_\_\_\_ Company registered under \_\_\_\_\_ having its registered office \_\_\_\_\_ hereafter called 'The Company' which expression shall unless repugnant to the subject or contest or meaning thereof be deemed to include its successors and assigns) of the THIRD PART.

WHEREAS the Borrower desires to purchase a flat from the AWHO under the provisions of its Self-Financing Scheme (hereinafter referred to 'as the Scheme'), (a copy of the letter of allotment issued to the Borrower by the AWHO along with the terms and conditions of allotment is annexed in this agreement) which envisages allotment to applicants of such flats constructed under the Scheme (hereinafter referred to as the flat) and payment by the applicants towards the cost of construction and proportionate cost of land thereof to the AWHO in installments/lump sum in the manner provided under the terms of allotment.

AND WHEREAS the Borrower has under the provisions of the \_\_\_\_\_ Scheme framed by the Company has applied to the Company for a loan of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purchase of a flat under the Scheme and the Company has agreed to sanction a loan of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) to Borrower (Hereinafter referred to as the Housing Loans for purchase of flat) subject to the usual terms and conditions applicable to the same Scheme such as mortgage of the flat, rate of interest of loan repayment term, payment of additional interest in case of default, assignment of \_\_\_\_\_ to the Company as security etc.

AND WHEREAS the Borrower has already deposited with the AWHO a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as part payment towards the purchase of a flat under the Scheme.

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

1. On receipt of intimation from AWHO that a flat shall be allotted to the Borrower, the Company will sanction the Housing Loan for purchase of flat to the Borrower according to its rules, but the actual payment in installment/lump sum will be made by the Company directly to the AWHO within the time specified in the allotment letter and as and when required by AWHO. Before the disbursement of loan, any amount towards purchase price in excess of the Housing Loan for purchase of flat sanctioned by the Company will be paid by the Borrower directly to the AWHO from the date of demand of such amount within the time specified by the AWHO. If there is any delay on the part of the Company in payment of the installments, the Borrower shall be liable to pay to the AWHO penalty/ interest on such delayed payment, if any, according to the rules of the AWHO.
2. The AWHO shall maintain a proper account for the Borrower only when the loan installments are disbursed by the Company directly to AWHO under covering letters of the Company and adjust the amount advanced by the Company against the cost of the allocated flat to the Borrower.
3. On completion of the flat and after receipt of full payment and completion of requisite formalities including the submission of documents etc, the possession of the flat shall be handed over to the Borrower on Lease Hold/Free Hold basis. However, the Sub Lease/Conveyance Deed in favour of the Borrower by AWHO shall be executed within a reasonable time say within a year or so and after completion of all requisite formalities by the Borrower/Allottee, the flat shall form part of the security for Housing loan for the purchase of the flat granted by the Company and as soon as Sub Lease/Conveyance Deed is executed by the AWHO, the Borrower shall mortgage the flat immediately to the Company for having taken the Housing loan for the purchase of flat. The Borrower shall also furnish all the necessary documents for registration of Sub Lease/Conveyance Deed to the concerned registration authorities.

4. If the Borrower desires to withdraw from the scheme or if he/she fails to pay the balance amount, after the Company has paid full or part of the loan, the entire amount advanced by the Company will be refunded by AWHO to the Company. The AWHO will be responsible to refund the loan amount to company to the extent of the loan amount disbursed under intimation to borrower in accordance with Clauses 1 and 2 above. The AWHO will refund to the Borrower the initial deposit paid by the Borrower after deducting there from such amount as may be recoverable from the Borrower in accordance with provisions applicable to the Scheme.

5. In the event of cancellation of allotment of flat/dwelling unit by the AWHO, AWHO shall refund to the Company the entire amount received from it in accordance with Clauses 1 and 2 above.

6. The AWHO has given its consent that the Company shall have a lien on the flat in terms of mortgage permission granted by the Principle Lesser/Land Allotting Authority, or as the case may be and that the Borrower may furnish the flat as security for the loan to be obtained from the Company and create mortgage in favour of the Company.

7. It is agreed that AWHO reserves to itself any right of re-entry, such right shall not be enforced unless Notice in writing of not less than six months is served on the Company setting out the precise breach for which the right is purported to be exercised, and an opportunity is given to the Company to rectify or to get rectified the breach. No right of re-entry shall be exercised if within the aforesaid period of six months the Company or the Borrower has rectified the breach to the satisfaction of the AWHO. Right to enforce re-entry shall continue to be available to AWHO even after the expiry of six months. The Company shall be entitled to enforce forthwith it's lien to the flat/dwelling unit and recover it's dues out of the sale proceeds thereof and there after AWHO shall be entitled to deal with the balance of the sale proceeds in accordance with the provisions of the Scheme.

8. If agreed and understood in an eventuality of the allottee/loanee causing any breach and loaning agency (either party) initiating any legal action to recover, the outstanding amounts/dues including the principle element, interest and other administrative and legal expenses, shall be due to loanee and not to AWHO.

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

(Signature of the Borrower/ Allottee)

WITNESSES

1. Name, address & occupation

2. Name, Address & Occupation

WITNESSES

(Signature on behalf of the AWHO)

1. Name, Address & Occupation

2. Name, Address & Occupation

(Signature on behalf of Housing Loan Agency)

WITNESSES

1. Name, Address & Occupation

2. Name, Address & Occupation

SCHEDULE OF PROPERTY

Flat No\_\_\_\_\_ Category \_\_\_\_\_Name of Colony & Block \_\_\_\_\_AWHO allotment letter No \_\_\_\_\_  
dated \_\_\_\_\_loan sanctioned \_\_\_\_\_Period of loan\_\_\_\_\_.