

(To be executed on Non-Judicial Stamp Paper as denominated by the Loaning Agency)

TRIPARTITE AGREEMENT

This agreement made on this _____ day of _____ amongst

1. _____ and _____ R/O _____ (Name and address of the Borrower) (hereinafter termed as 'Borrower' which term shall unless repugnant to the context shall include his or her heirs, executors, administrators and assigns) of the First part;

2. Air Force Naval Housing Board, a Society registered under the Societies Act 1860 vide Registration No S/1108 of 1980 dt 19 May 1980 having its Registered Office at Air Force Station, Race Course, New Delhi – 110003 (hereinafter termed as Authority) which term shall unless repugnant to the context shall include its successors, administrators and assigns of the second part;

3. _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 represented by one of its Branches situated at _____ (hereinafter termed as Bank) which expression shall unless repugnant to the context shall include its assigns, administrators and successors of the third part;

4. AND WHEREAS the Borrower has been allotted a House or Flat bearing Regn No. _____ situated at _____ constructed / to be constructed by the Authority as per the agreement dated _____ wherein the Borrower is required to made payment(s) to the Authority in lump sum or instalments as provided under the terms of allotment.

WHEREAS the Borrower has under the provisions of _____ framed by the Bank applied to the Bank for a housing loan for the purpose of House or Flat from Authority. The Bank, therefore, has agreed to sanction a loan of Rs. _____ (Rupees _____) to the Borrower (hereinafter referred to as Housing Loan for purchase of House or Flat) subject to the terms and conditions, the Borrower is also required to furnish the Bank inter alia other securities, the mortgage of the above said House or Flat and the Authority has agreed to render all assistance to Borrower or Bank to comply with this condition and in particular agreed to obtain or assist to obtain permission to mortgage from the Lessor and or such other person or authorities as may be required.

AND WHEREAS the Borrower and the Bank has entered or agreed to enter into the Loan Agreement incorporating therein the terms and conditions regarding Housing Loan for purchase of House or Flat.

AND WHEREAS the Borrower has represented that he would not be able to mortgage the above said House or Flat until such time the full payment is made towards its cost and the said House or Flat has been conveyed to the Borrower by the Authority towards consideration of the said loan sanctioned to the Borrower.

AND WHEREAS the Borrower has requested the Bank to disburse the said loan to the Borrower notwithstanding the Borrower's inability to create mortgage at these stage on the strength of this agreement.

It is hereby agreed to and by between the parties hereto on the terms conditions set forth herein set forth herein below:

1. That the Borrower hereby authorizes the Bank to make disbursement(s) of the sanctioned loan to the Authority directly on behalf of Borrower and any such payment made to the Authority shall be deemed to be the payment(s) made to Borrower and the Borrower shall in each case be liable for the payment of loan disbursed on his behalf to the Authority as though the same has been disbursed directly to the Borrower. If there is any delay in payment to the Authority, it will be treated as default on the part of the Borrower and the Borrower shall be liable to pay the Authority the penalty on such delayed payment, if any, according to the terms of allotment and policy of the Authority.
2. That the Authority shall maintain a separate account of the Borrower and adjust the payment received by it from the Bank towards the cost of above said House or Flat allotted in favour of the Borrower.
3. That the Authority hereby consents that the Bank shall have a lien on the House or Flat and the Borrower may furnish the House or Flat as security for the housing loan to be obtained from the Bank and also to create mortgage in favour of the Bank in respect of the said House or Flat.
4. That the Borrower undertakes that an execution of the sale deed or lease deed after delivery of possession, the Borrower shall deposit the said deed directly to the Bank.
5. That the House or Flat shall form part of the security for the housing loan sanctioned by the Bank and as soon as the sale deed or lease deed is executed by the Authority, the Borrower shall create mortgage in favour of the Bank as security for the housing loan for the purchase of House or Flat in the form and manner as desired by the Bank.
6. That if for any reason there is an increase / escalation in the cost of Dwelling Unit by Authority, the same shall be paid and borne by the Borrower as the case may be as per the agreement between them without any reference to the Bank and until such payment(s) is / are made, the Bank shall have the right to suspend further disbursement of the sanctioned loan / remaining loan instalment in favour of the Borrower.
7. That, during the currency of the Loan, Authority shall not transfer the House or Flat to any other person without the previous written consent of the Bank.

8. That in the event of the cancellation of allotment of the Borrower by the Authority, for any reason whatsoever, the Authority shall refund to the Bank forthwith, the entire amount received from it.

9. That the Authority shall not issue duplicate allotment letter and possession letter to the Borrower without obtaining the prior written consent of the Bank.

10. That in the event of default by the Borrower, the Bank may at its discretion enforce the security by sale and the Authority shall accept the purchaser of the House or Flat in place of the Borrower, who shall be eligible to acquire the Flat or Dwelling Unit as per rules of the Authority, after the purchaser's complying with the necessary requirements of the Authority in this respect.

IN WITNESS WHEREOF THE parties hereto have signed this Agreement on the _____ day of _____ 20 ____ above first written.

Signature of Borrower

WITNESS

(Signatures with full Names and addresses)

- 1.
- 2.

WITNESSES

(Signatures with full Names and addresses)

- 1.
- 2.

Signature on behalf of the Authority

WITNESSES

(Signatures with full Names and addresses)

- 1.
- 2.

Signature on behalf of the Bank