

31-1-04

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY  
MAIN ADMINISTRATIVE BUILDING  
SECTOR 6, NOIDA

No Noida/AGM-R/2004/ 5994

Dated\_ 31/01/2004

SH/SMT/M/s LATIKA KUMARI PANIGRAHY  
S/o, W/o. Sh SHYAM SUNDER PANIGRAHY  
H-137, SARITA VIHAR  
DELHI  
Pin 110044

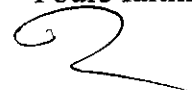
Subject:- Residential Plot No 048 Block No B Sector 71, Noida

Dear Sir/Madam,

Please refer to this office allotment letter dated 19-1-2004 vide which allotment money has been demanded and payment schedule has been enclosed with the above letter, It is clarified that as per terms and conditions, allotment money is required to be deposited within 30 days from the date of issue of allotment letter. Hence, you are requested to deposit the allotment money as mentioned in Sl.No. 9 of allotment letter by 17-2-2004 positively in ICICI Bank, Sector 18 Noida.

The other terms and conditions of the allotment letter and brochure will remain the same.

Yours faithfully,





### TRIPARTITE AGREEMENT

This Agreement made at NOIDA this March 25, 2004 between **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, constituted under **U.P. INDUSTRIAL ACT, 1976**, having its registered office at **NOIDA (U.P.)**, (hereinafter called "the Development Authority (which expression shall unless the context otherwise requires, includes its successors and assigns) of the FIRST PART.

### AND

HSBC Ltd a company registered under the companies act 1956, and having its registered office at Mumbai

(acting through its constituted attorneys in this behalf HSBC Bank Ltd. Delhi a company / bank incorporated under the companies/ Bank Act 1956, and having its registered office at Mumbai

(which expression shall unless the context otherwise requires, includes its successors and assigns) of the SECOND PART.

*Debi Kumbhar Parigrahy*

*ee*



आ. पी. गोविंद  
सहायक नि. अधिकारी  
नोडा



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AND

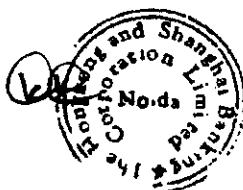
**Ms. LATIKA KUMARI PANIGRAHY son of/ wife of/ daughter of SHRI SHYAM SUNDER PANIGRAHY R/O H-137, SARITA VIHAR NEW DELHI**, has been allotted a plot by the said Development Authority (hereinafter called "the Borrower") which expression shall unless the context requires includes his/her heirs, executors, administrators and permitted assigns) of the THIRD PART.

WHEREAS the primary objective of the Development Authority is to promote and secure the development of housing scheme according to Plan and for that purpose the Development Authority has the power inter ally to allot plots, construct dwelling units and sell them either on outright basis or on lease basis.

AND WHEREAS in pursuance to the aforesaid, the Development authority has vide its Allotment Letter No. NOIDA/AGM-R/SCHEME-2003(I) 1964 DATED 19/01/2004 allotted a piece of plot bearing Plot No. 048, BLOCK-B, SECTOR-71, NOIDA (U.P.), area measuring 450.00 sq. mtrs. (hereinafter referred to as 'the said plot') as a consideration of Rs 15,90,750/- to the Borrower.

AND WHEREAS under the terms and conditions of the above allotment letter the Borrower has to make the payment of Rs. \_\_\_\_\_ spread over a period of \_\_\_\_\_ out of which the Borrower has already made a payment of Rs 681750/- to the Development Authority against the allotment of the said property.

*Latika Kumari Panigrahy*



*आर० पी० गोविल  
सहायक विधि अधिकारी  
नोडा*

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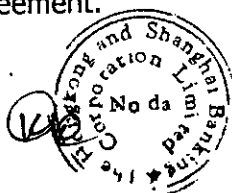
AND WHEREAS on the request of the Borrower, HSBC Bank Ltd. Delhi has sanctioned him a loan of Rs. 16,00,000/- (Rupees Sixteen lacs only) only) vide its Loan Agreement dated March 24, 2004 for ("the Loan Agreement") for acquisition of the said property.

AND WHEREAS in consideration of 13,15,90,750/- Agreeing to give loan to the Borrower, all the parties have agreed as under:-

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Borrower hereby irrevocably authorises HSBC Bank Ltd. Delhi to make disbursement of the sanctioned loan to the Development Authority directly on his behalf.
2. HSBC Bank Ltd. Delhi shall make disbursement of the sanctioned loan by making payments to the Development Authority directly on behalf of the Borrower and any payments so made to the Development Authority shall be deemed to be payment made to the Borrower and the Borrower shall in each case be liable for the amount of the Loan disbursed on his behalf to the Development Authority as though the same has been disbursed directly to him. Provided however Noida Authority shall not be held liable in any manner under this agreement for any payments/ disbursements or any delay thereof to be made to the Borrower as per payment schedule of the Loan Agreement.

*Keya Kumar Parag*



*Ar. S. G. G. G.*  
आर. सी. गोविल  
सहायक विधि अधिकारी  
नोएडा

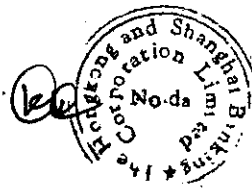
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3. The Borrower shall be responsible in follow up with HSBC Bank Ltd. Delhi to make disbursement on his behalf as per my agreement he may have with the Development Authority.

Notwithstanding anything to the contrary contained herein, HSBC Bank Ltd. Delhi may its sole discretion' refuse to disburse the sanction loan either altogether or any part thereof until the Borrower has paid his own contribution (i.e. cost of the plot less Rs. 681750/- Loans) in full to the Development Authority as determined by HSBC Bank Ltd.

4. In the event of cancellation of allotment of the plot to the Borrower for any reason whatsoever the Development Authority undertake to refund all the amounts payable to the Borrower directly to HSBC Bank Ltd. Delhi without any reference to the Borrower, which Maid shall adjust against any amount due and payable by the Borrower to it.
5. The Development Authority further undertake to convey an unencumbrance, clear, marketable title by way of registered Lease/Conveyance Deed to the Borrower on full payment of the consideration of the said property.
6. The Borrower agrees and authorises the Development Authority to note such security as may be furnished by the Borrower in favour of HSBC Bank Ltd. Delhi or its security trustee in their records as a security against the loan advanced by Rs 16,00,000/- to be held by HSBC Bank Ltd. Delhi or its security trustee until the loan is fully repaid with interest and all other dues to the satisfaction of HSBC Bank Ltd. Delhi.

*Copy*  
*Latika Raman Prigrahy*



आर० पी० गोविल  
सहायक विधि अधिकारी  
नगरपालिका


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The Development Authority agrees to note permit creation of such security in respect of the said property as may be required by HSBC Bank Ltd, Delhi.

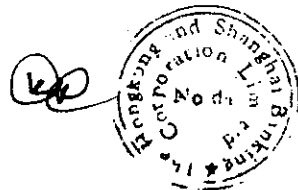
7. The Development Authority will not allow any kind of transfer of the said plot by way of sale, gift, mortgage etc. during the pendency of the HSBC Bank Ltd, Delhi.
8. The Borrower shall diligently and faithfully observe and comply with all rules and regulations of the Development Authority and shall also strictly comply with all the requirements in his Loan Agreement with HSBC Bank Ltd Delhi.
9. The liability of the Development Authority and the Borrower shall not be effected in any manner whatsoever in the event of the death of the Borrower or his ceasing to be an allottee of the Development Authority notwithstanding anything to the contrary contained in any constitution, articles, memorandum, rules, by-laws, agreements, regulations etc.

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

Signed and Delivered by the With named  
\_\_\_\_\_ duly authorized  
representative of the Development Authority.

  
आर० पी० गोविल  
सहायक विधि अधिकारी,  
मीरवा

SIGNED AND DELIVERED BY the within named  
\_\_\_\_\_ acting through its duly constituted  
by the hand of Mr./Mrs. \_\_\_\_\_  
its \_\_\_\_\_.



SIGNED AND DELIVERED by the within named  
Borrower Mr./Mrs. Latika Kumari Parigrahy Kopy