

Form of Tripartite Agreement to be executed at the time of drawing an advance by employees of O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India for purchase of house under the "Self-Financing Scheme" of the _____

THIS AGREEMENT made this day _____ of _____ two thousand and _____ between Shri _____ s/o. Shri. _____, resident at _____ at present serving as _____ hereinafter called the 'Borrower' (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the first part, the _____, a body corporate constituted under Section _____ hereinafter called 'the Authority' of the second part and the "O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India" (which expression unless repugnant to the context shall include its successors and assigns) of the third part.

WHEREAS the borrower desired to purchase a ready-built flat/house from the Authority under its Self-Financing Housing Scheme (hereinafter referred to as 'the said Scheme') which envisages allotment of ready-built house/flat after a period of _____ years and payment of the cost of construction in instalments as mentioned in the brochure of the scheme.

AND WHEREAS the Borrower has under the provisions of the rules framed by the Central Government to regulate the grant of advance to the employees of Central Government for building houses, etc. (hereinafter referred to as the said rules including any modifications thereof), applied to the Government of India, O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises for an advance of Rs. _____ to purchase a house/flat under the scheme and the O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India has sanctioned an advance of Rs. _____ to the Borrower, vide the _____, Letter G-26029/ /200 -Admn-I, dated ____/____/200____, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

In consideration of the sum of Rs. _____ (Rupees _____) already deposited by the Borrower as initial amount of registration deposit with the Authority under the scheme for the purchase of a ready-built house/flat and the sum of Rs. _____ (Rupees _____) (insert the amount of advance sanctioned) to be paid by the Government directly to the Authority on behalf of the borrower, it is hereby agreed to by and between the parties hereto as follows: -

* 1. On the receipt of an assurance from the Authority that the house will be allotted to the Borrower herein, the amount of House Building Advance permissible will be sanctioned to the Borrower but the actual payment will be made to the Authority as and when demanded by them, on pro rata basis, calculated as under, consistent with the progress of construction-

Amount Demanded

Amount of each = ----- x Amount of HBA
instalment of HBA Total cost of the sanctioned
flat (excluding the
amount of initial
deposit or earnest
money)

* Modified as three instalments of 40%, 40% and 20% vide OM, dated 24-10-1994 (SI. No.1) in this section.

The amount in excess of the amount of the House Building Advance permissible and

sanctioned to the Borrower will be paid by the Borrower to the Authority directly so as to make the payment to the _____ in the manner as mentioned hereinbefore.

In case there is any delay in payment of the instalment by Government of India, O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises or the Borrower or any other default, in either case it will be treated a default on the part of the Borrower and consequence of such a default will be borne by the Borrower whose sole responsibility it shall be to make all the payments.

2. The authority will maintain a separate account for the Borrower and adjust the payment of advance received by it from Government of India, O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises against the cost of construction of particular category of house/flat applied for by him.

3. On completion of the house/flat and subject to the fulfilment of all relevant terms and conditions including those specified in Para _____ of the terms and conditions given in the brochure, which is annexed to these presents, its possession will be handed over to the Borrower forthwith along with the title thereto on lease/freehold right basis who will mortgage the house/flat within _____ days to _____ as security for the said advance. He should also furnish all the necessary certificates for the purpose of registration.

4. The cost of house/flat, if in excess of the amount of the House Building Advance sanctioned, will be borne and paid by the Borrower.

5. The Borrower is to repay to the O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India the said amount of Rs. _____ (insert full amount sanctioned with interest) by _____ (number of instalments to be filled in) monthly instalments of Rs. _____ from his pay commencing from the month _____ of two thousand and _____ or from the month following obtaining of the possession of the house, whichever is earlier and the Borrower hereby authorizes the Government of India, O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

6. If the Borrower wants to withdraw from the Scheme or fails to pay the balance amount representing the difference between the House Building Advance sanctioned by the Government and the actual cost of the house/flat, or quits the service of the Government or dies, the amount of the House Building Advance will be refunded forthwith to the Government. The amount of initial deposit of _____ will be refunded to the Borrower or his legal heirs, as the case may be, by the Authority after deducting such amount as may be payable by him as communicated in the brochure:

Provided, however, in the event the Borrower quits the service of the Government or dies, the Authority may, in its absolute discretion, allow the Borrower or his legal heirs, if they choose so, as the case may be, to deposit the amount refunded to the Government as mentioned hereinabove on an undertaking by the Borrower or his legal heirs, as the case may be, to pay such further sum or sums as may have been payable by him under these presents to the Authority:

Provided further that in the event the Borrower quits the service of the Government or dies, as the case may be, the terms of this agreement as applicable to the Authority and the Borrower shall be deemed to continue and shall always be deemed to have been continued irrespective of the fact that in relation to the Government this agreement has come to an end.

Further:

(i) if for any reasons whatsoever within or beyond the control of the builder, the whole or the part of the project is abandoned, the money shall be refunded in full by the joint venture.

(ii) if the booking of the flat is cancelled and earnest money is forfeited due to default by flat buyer, the balance amount paid by the flat buyer shall be refunded by the joint venture;

(iii) in the event of (i) and (ii) above, the money paid directly to the joint venture by the Government on behalf of flat buyer shall be directly refunded back to the Government and the balance, forfeited amount, if any, and the interest not paid by the joint venture shall be deemed to be due and payable by flat buyer applicant on House Building Advance as per HBA Rules;

(iv) the terms and conditions, present and future, if any, in the flat buyer's agreement are reasonable and do not prejudice the interest of the Government.

The stamp-duty payable on these presents shall be borne by the Government servant.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ of the Authority has hereunto set his hand and Shri _____ of the O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India, for and on behalf of the President of India has hereunto set his hand.

1st Witness:

Address:

Occupation :

2nd Witness:

Address:

Occupation:

Signed by Shri. _____ of the in the presence of-

1. _____

2. _____

Signed by Shri. _____ in the O/o DC(MSME), Ministry of Micro, Small & Medium Enterprises, Govt. of India for and on behalf of the President of India.

1. _____

2. _____

SCHEDULE OF THE PROPERTY

All that House/Flat No. _____
