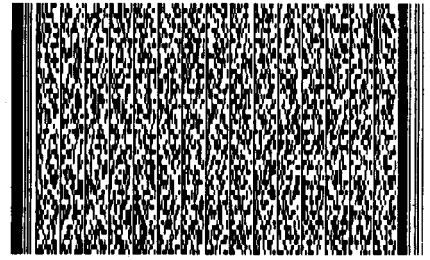




Registration and Stamp Department  
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01010522062017010276  
Total E-Stamp Amount 500  
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 22/06/2017 18:02:34  
Service Provider or Issuer Details prakash lalchandani/SP010541705201500349  
SP/SRO/DRO/HO Details SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR  
BHOPAL

Deed Details

Deed Type Agreement or Memorandum of an agreement  
Deed Instrument If not otherwise provided for- Five hundred rupees.  
Purpose E-STAMP FOR MOU

First Party Details

Organization Name MP HOUSING AND INFRASTRUCTUR DEVELOPMENT BOARD  
Address BHOPAL BHOPAL Madhya Pradesh INDIA  
Number of Persons 1

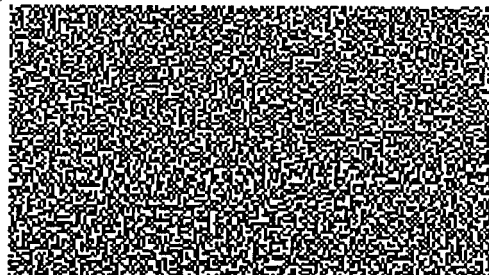
Second Party Details

Organization Name MUTHOOT HOMEFIN INDIA LTD  
Address BHOPAL BHOPAL Madhya Pradesh INDIA  
Number of Persons 1

MOU



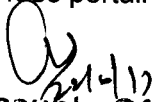
Digitally signed by Prakash  
Lalchandani  
Date: 2017.06.22 18:02:40  
IST

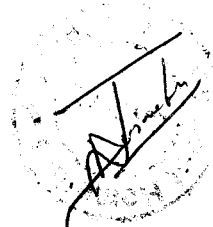


## Memorandum of Understanding


Under this Memorandum of Understanding, both the parties agree that the Banks will facilitate to all the successful applicants of all the housing schemes under Madhya Pradesh Housing and Infrastructure Development Board (or MPHIDB), wherever applicable.

1. MPHIDB will make available all the required documents of the various schemes, which are needed to avail the housing loan to the applicants of the schemes. Accordingly, Bank will approve all the projects under MPHIDB after perusal of the property documents and it will not ask for the property documents of the approved schemes from the applicants.
2. MPHIDB **& the Bank** will make available all the details of the eligible applicants of the various schemes as decided by MPHIDB.
3. Both the parties of this Memorandum of Understanding will do tripartite agreements with all the applicants who want to take housing loan.
4. (i) Under this Memorandum of Understanding, Bank agrees that Bank may approve the loan on the basis of the applicant's intention and as per Bank guidelines & as per scheme of MPHIDB and it will produce the reasons of unsanctioned loans.  
(ii) **Only** in exceptional case MPHIDB will ask for and it will rethink on the same if MPHIDB suggests, **but final decision of Bank will prevail.**
5. Under this Memorandum of Understanding, MPHIDB can do Memorandum of Understanding with more than one Bank and if both the parties agrees, Banks can be empaneled for different areas of the states.
6. Under this Memorandum of Understanding, the Bank agrees that it will not charge any legal fees pertaining to "Title Clearance Certificate".

  
Chief Accounts Officer  
M.P. Housing And Infrastructure <sup>1</sup>  
Development Board, Bhopal

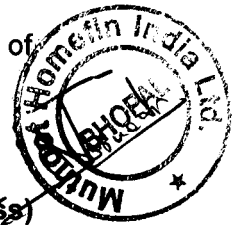


7. The Bank may include "Certificate of income issued by Tehsildar / SDM / SDO (Revenue)" in its documents as per The Bank rules to check financial eligibility in case of applicant who wants to avail loan under the scheme and it will do procedure on that basis.
8. The Bank may provide detailed information about the required documents to sanction housing loans under the scheme and it will display this information on the various branches of the Bank.
9. The Bank may complete its sanction process within 15 days after the submission of all the required documents by the applicants under the scheme.
10. The Bank may waive fully/partially the processing fees for the approval of housing loans under the scheme.
11. Under this Memorandum of Understanding, the Bank will disburse payment on the basis of the progress of the construction for the approved housing loans of the applicants under the scheme. On the basis of demand note issue by MPHIDB
12. MPHIDB will open only one current account with the Bank at Bhopal Branch. This account will be a common account for receiving deposits by the Bank for whole of Madhya Pradesh on behalf of applicants for all the MPHIDB schemes. All credits made to this account will be transferred to principal account of MPHIDB at Allahabad bank (A/c no. ) within one working day of transaction (i.e., T+1 days).
13. Under this Memorandum of Understanding, MPHIDB and the Bank will arrange periodical meetings to review the procedures and work progress of the approval of the housing loans under the scheme.

  
22/6/17  
Chief Accounts Officer 2  
M.P. Housing And Infrastructure  
Development Board, Bhopal



14. Under this Memorandum of Understanding, signing this Memorandum of Understanding does not create any direct financial liability for either side.  
15. Tripartite of financing of Registration <sup>also</sup> is part of M.O.U.

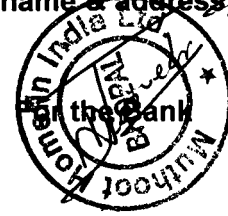


We accept above mentioned terms & condition. Witness 1 (Sign, name & address)

For MPHIDB

Witness 2 (Sign, name & address)

Tripartite Agreement



This agreement is executed on this ..... day of ..... Two thousand ..... between

Shri/Smt/Ms.....son..... of/wife  
..... of/daughter of Shri.....  
..... resident of and Shri/Smt/Ms  
..... son of/wife of/daughter of Shri  
..... resident of and Shri/Smt/Ms  
..... son..... of/wife  
..... of/daughter of Shri..... resident of.....

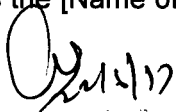
Hereinafter referred to as the 'Borrower (s)' which term shall unless repugnant to the context shall mean and include his/her heirs, representatives, successors, executors, attorneys, administrators and assigns, of the party at the 'First Part'.

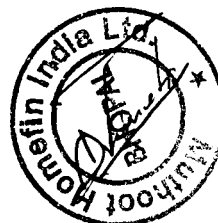
AND

Madhya Pradesh Housing and Infrastructure Development Board (or MPHIDB), a body corporate established by the State Government having its registered office at Paryawas Bhawan, Mother Teresa Road, Bhopal - 462011, hereinafter referred to as the 'MPHIDB', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

AND

[Name of the Bank], a [Type of Assesses], constituted under the (Rule or ACT), having amongst others one of its Branch Office at [Name and address of Branch], hereinafter referred to as the [Name of the Bank], which term shall unless repugnant

  
3



to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

**Whereas**, the MPHIDB is the absolute owner and in peaceful possession of the property bearing no..... situated at.....and whereas [Name of the development authority or urban local body] has sanctioned building plan vide.....to construct building on the said property.

**Whereas** 'MPHIDB' has taken up construction of building / scheme known as .....on the said property.

OR

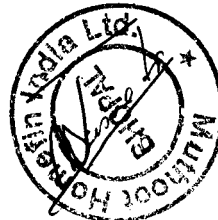
**Whereas**, the 'MPHIDB' has been owning the land having the Plot No/Survey No.....situated at.....for the construction of..... schemes having peaceful and vacant possessions. The Party at the Second Part has already received the possession of the above-said plot. The building plans have already been approved by the [Name of the building plans sanctioning authority] vide.....

**Whereas**, 'MPHIDB' has taken up construction of building / scheme known as.....on the said property and whereas the Party at the Second Part has already paid the entire consideration amount and the Sale Deed/Lease Deed/Conveyance Deed has already been executed & registered in its favour vide Sr. No.....and the title of the Party at the Second Part is clear and marketable.

OR

**Whereas**, the Party at the Second Part shall complete the construction of the property ..... latest by.....(Date) and is booking the sale of the property. The proposed buyer has to make the payment of the Sale Consideration and other charges, if any, by.....(Date) and on the payment of the entire consideration, the Party at the Second Part shall hand over the possession of the property to the said proposed buyer.

*Om 19/17*  
4  
Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal



Whereas, the Party at (lie First Part has booked a property bearing No. .  
..... on plot / survey  
no.....situated at .....measuring Carpet  
area .....  
..... sq. mtrs., (hereinafter  
referred to as the said property) the building which the Party at the Second Part shall  
construct on the above said plot and  
the Party at the First Part has to pay the entire consideration amount by  
..... (Date).

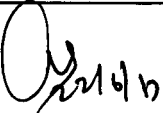
Whereas, the Party at the First Part has approached the Party at the Third Part for  
availing a Home / Property Loan of Rs.....  
(Rupees.....only) to finance the purchase of the said property.

Besides other securities, the Party at the First Part has agreed to create the charge  
over the said property along with the proportionate undivided share in the land in  
favour of the Party at the Third Part. In the absence of proper Conveyance  
Deed/Sale Deed in favour of the beneficiary, the Party at the First Part is not in a  
position to create a valid mortgage over the said property and proportionate share of  
land in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have  
requested [Name of the Bank] to disburse the said loan to the Borrower,  
notwithstanding the fact that the Conveyance Deed/Sale Deed is not executed in  
favour of the Party at the First Part at this stage, and in consideration of the [Name of  
the Bank] sanctioning the loan to the Borrower(s), the Borrowers) and the MPHIDB  
have executed this Agreement on the following terms and conditions.

Now therefore it is hereby agreed by and between the parties that:

- 1)\_[Name of the Bank] has and shall have the first **charge** over the said property  
for the due repayment of the loan which [Name of the Bank] has granted to  
the Borrower. The MPHIDB shall note in its records the charge and **charge** of  
\_\_\_\_\_ [Name of the Bank] over the said

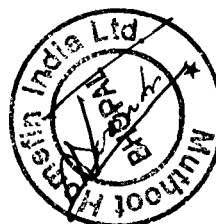
  
5  
Chief Account Officer  
M.P. Housing and Infrastructure  
Development Board, Bhopal



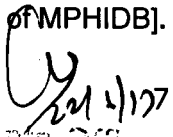
property. The MPHIDB shall not transfer the said property to any other person without the prior written consent of the [Name of the Bank].

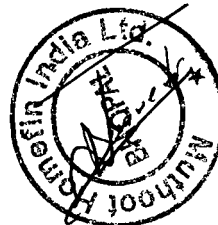
2)\_ The MPHIDB agrees that it has no objection if the Borrower(s) is mortgaging the said property to the \_\_\_\_\_ [Name of the Bank] as security for the said loan agreed to be advanced by the [Name of the Bank] for the purpose of purchase/construction of the said property. The Borrower hereby expressly agrees that in the event of default in either repayment of the loan or any other default by the Borrower, [Name of the Bank] shall be entitled to request the MPHIDB to cancel the booking. In the event of default in the repayment of loan and / or any other default by the Borrower(s) which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the [Name of the Bank], the MPHIDB shall at the request of [Name of the Bank], be under obligation to not deliver possession to the Borrower and/or to cancel the booking. In case of default prior to the execution of Conveyance deed, the MPHIDB shall refund to the [Name of the Bank] the **outstanding** amount after deducting amount **as per MPHIDB rules** **be** repaid by the borrower to the [Name of the Bank] and MPHIDB at its discretion may enforce the security by the sale of the said property after the new purchaser complies with the necessary requirements of the board in this respect, and the MPHIDB shall accept the new purchaser of the said property in place of the Borrower(s) even during the lock-in period. In case of default after the conveyance deed is executed, the Bank gets right to sell the said property even during the lock-in-period. However the subsequent purchaser should belong to the same category as the previous borrower(s) belong(s). Moreover, the Banker should obtain a certificate from MPHIDB regarding "Fulfillment of category of subsequent purchaser" before giving letter of allotment to subsequent purchaser of the said property. Further, if any gain arises to the Bank (after set-off of their dues) during re-sell of the said property, then such gain shall be given back to MPHIDB. The Borrower shall not have any claim, charge, lien, mortgage, right, title and interest etc. whatsoever, over the said property [Name of the Bank] shall issue a certificate to release any mortgage/charge/lien created on the said property.

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Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal




- 3) That if for any reason there is any increase/escalation in the cost of the said property, the increase shall be paid and borne by the Borrower(s) without any reference to the [Name of the Bank] and until such payment is made, the [Name of the Bank] shall arrange the necessary provisions, so that the final payment or adjustment should be as per Bank Rules & Regulations finally executed. The [Name of the Bank] shall have the right to suspend further disbursement of the said loan if requested by MPHIDB.
- 4) That in the event of the MPHIDB cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the MPHIDB or for any other reason whatsoever, the MPHIDB shall pay the amount **(which include interest & other charges)** (refundable as per the rules and conditions mentioned in the allotment letter of MPHIDB) received on behalf of the Borrower(s) to the [Name of the Bank]. However, the MPHIDB shall be entitled to recover cancellation and/or any other charges, if any payable by the Borrower under the terms of application form for purchase of the said property and/or agreement to sell/construction out of the Borrower's contribution only in the instance where the Borrower has cancelled the booking of the property or has committed any default.
- 5) That on the receipt of the entire consideration amount, the MPHIDB shall inform the Bank about the execution of Conveyance Deed/Sale Deed/Lease Deed in favour of the Borrower. The MPHIDB undertakes to deliver original registration fee receipt directly to the [Name of the Bank] and not to the Borrower(s). Before the execution of the Sale Deed/Conveyance Deed/Lease Deed, the MPHIDB shall inform the [Name of the Bank] about the same on the completion of the project.
- 6) That the MPHIDB agrees that the loan amount may be credited to the MPHIDB's Bank account no.....with [Name of the Bank & Branch having account of MPHIDB].

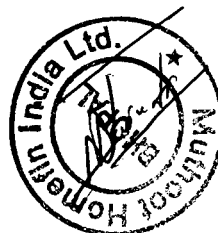
  
22/4/17  
Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal



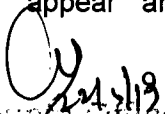


- 7)\_That the Borrower/MPHIDB shall also keep informed the [Name of the Bank] about the developments in the project. The Borrower shall notify the [Name of the Bank] the date of taking over the possession of the said property. In case the Borrowers) comes into possession of the Lease Deed/Conveyance Deed/Sale Deed, he/she shall immediately deliver the same to the [Name of the Bank]. **To create mortgage over the said property as security for the due repayment of the loan provided by the Bank.**
- 8)\_That the Borrower(s) assures that he/she shall not avail finance from any other Bank or Financial Institution in respect of the aforesaid property and/or shall not create further mortgage/charge over the said property (allotted to the borrower) in any manner whatsoever. The Bank shall ensure that in case of escalation in price of property prior to final possession, additional loan amount shall be sanctioned by the Bank to the Borrower, if the Borrower(s) desires so **as per the Bank guidelines.**
- 9) That the Borrower(s) shall pay all charges, duties, taxes in respect of the said property imposed or payable to the MPHIDB and or to Corporation or any other Government Department/Authority in respect of the said property and the [Name of the Bank] shall not be liable or responsible in any manner whatsoever or howsoever for the same.
- 10)That the Borrower(s) agrees and acknowledges to keep the [Name of the Bank] indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honor or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said property.
- 11)That during the period of the loan, the Borrower(s) shall not transfer the said property to any other person, without the prior written consent of the [Name of the Bank] and MPHIDB. The MPHIDB shall not issue the duplicate allotment letter/possession letter to the Borrowers) without the prior written consent of the [Name of the Bank].

  
8  
Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal



- 12) It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the [Name of the Bank].
- 13) That the MPHIDB assures the [Name of the Bank] that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the property with a right to use proportionate undivided share in the land jointly with other members of the scheme under an agreement of lease which will be executed in favour of association.
- 14) That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from [Name of the Bank].
- 15) That the said property is free from all encumbrances, charges, lien, attachment, prior agreements, whatsoever or howsoever. The party at first part and second part shall not do any act or deed which shall affect the security of the property/ or charge created in favour of [Name of the Bank] in any manner whatsoever.
- 16) That till the date MPHIDB has not received any order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property,
- 17) That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrowers) in the Loan Agreement and other documents executed in favour of [Name of the Bank] shall remain binding upon the Borrower(s),
- 18) That in case of acquisition, forfeiture/resumption of the said property, [Name of the Bank] shall be entitled to get the compensation settled in respect of the said property and to appear and act before the Collector/Revenue

  
Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal



Officer/Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

19)The responsibilities of the MPHIDBs under this tripartite agreement shall be extinguished only after delivering the duly registered Conveyance Deed/Sale Deed/Lease Deed directly to the Bank and handing over the possession of the residential unit to the borrower(s) and thereafter the validity of the Tripartite Agreement shall come to an end. **But it will in no way affect the rights & obligations of the borrower towards the bank as enumerated in the given documents.**

20)In case of any dispute between the parties, the parties may take the recourse of the court or the disputes can be resolved by the Arbitration Act, moreover the arbitrator can be appointed from outside or the housing commissioner may be sole arbitrator as the case may be and as may be decided by the parties. The decision of the arbitrator shall be binding to all the parties.

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

**Signed and delivered by the: Named Borrower (s)**

**Shri/Smt/Ms**

**Shri/Smt/Ms**

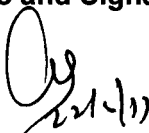
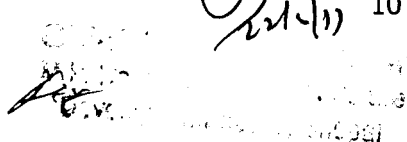
**Shri/Smt/Ms**

**Authorized signatory of MPHIDB (Name & address)**

**Authorized signatory of the Bank (Name & address of office/ Branch)**

**Witness 1: Name, Address and Signature**

**Witness 2: Name, Address and Signature**

 10  




**Memorandum of Understanding for Financing of Registration Fee for Allotment  
of MPHIDB Properties under its Various Schemes**

This Agreement is made at Bhopal on this \_\_\_\_ Day of \_\_\_\_\_ 2015 between **Madhya Pradesh Housing & Infrastructure Development Board (or MPHIDB)**, having its office at Paryawas Bhawan, Mother Teresa Road, Bhopal - 462011 (herein after referred to as the "Authority") which expression shall where the context so admit shall include its heirs, Assigns, Executors, Successors, Legal Representatives, Administrators etc. of the first part of agreement.

AND


**[Name of the Bank]** having its office at (address of registered office of the Bank) (herein after referred to as the "Bank") which expression shall where the context so admit shall include its heirs, Assigns, Executors, Successors, Legal Representatives, Administrators etc. of the second part of agreement.

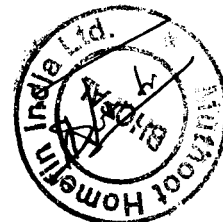
Where as the Authority is in business of sale of various plots and dwelling units in Madhya Pradesh through allotment under various schemes.

That the Bank intends to finance registration fee to those applicants, who apply for allotment under these schemes.

This agreement is therefore being reduced in to writing on the terms and conditions set out here under:

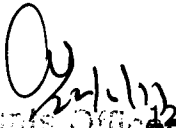
1. That the Authority will provide details of every scheme for which this agreement will be applicable to the Bank before making an advertisement in newspaper. The advertisement will include the loan facility arrangement with Bank(s) for registration fee.
2. That the Authority will open only one current account with the Bank at Bhopal Branch. This account will be a common account for receiving deposits by the Bank for whole of Madhya Pradesh on behalf of applicants for all the MPHIDB schemes. All credits made to this account will be transferred to principal account of MPHIDB at Allahabad bank (A/c no. \_\_\_\_\_) within one working day of transaction (i.e., T+1 days).

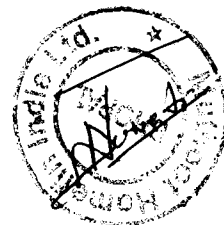
  
**Chief Accounts Officer**  
M.P. Housing And Infrastructure  
Development Board, Bhopal



3. That the Bank will provide loan for Registration Fee to eligible applicants, who apply under the scheme and the Bank will issue a demand draft in favor of the Authority. The demand draft along with the application with covering letter from the Bank will be sent to the Authority and the Authority will give acknowledgement for having the application.
4. That the Bank will provide list of all applicants, who avail loan from the Bank, with details as mentioned in the application form and the amount to the Authority on daily basis or after the issue is closed as per requirement.
5. That in case of unsuccessful applicants, the Authority will refund **loan amount + interest** directly to the Bank for crediting the amount in applicant's loan account and the Authority will not send refund amount directly to applicant.
6. That in case of successful applicants, allotment letters issued by the Authority are to be sent to the Bank for respective applicants. However, information of allotment may also be sent to the applicants by the Authority.
7. In case the allottee is not able to comply the rules of MPHIDB and the allotment is to be cancelled, the refund amount, after making due deductions, will be refunded to the Bank by MPHIDB instead of Applicant. The allotment / cancellation / refund process will be completed within six months from close of issue.
8. It is hereby agreed that the provisions of this agreement shall be binding upon the Authority and the Bank.
9. That in case of any dispute between the parties arising out of the present agreement or arrangement, the same shall be referred to a sole Arbitrator to be appointed with the consent of both the parties and decision of the Arbitrator to be appointed with the consent of both the parties and decision of the Arbitrator shall be final and binding on both parties.

**"submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the Bank to seek Redressal/Other Recourse"**

  
Chief Accounts Officer  
M.P. Housing And Infrastructure  
Development Board, Bhopal



The venue of the Arbitration proceedings shall be at Bhopal.


The agreement is made in duplicate one shall be kept by the Authority and the other copy shall remain with the Bank.

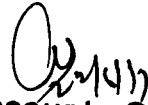
In witness thereof, the parties, have set their hands on this agreement at Bhopal on the day, month and year, mentioned here above in presence of witness.

Witness no. 1

Name

Address

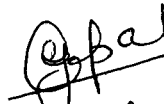
  
Accounts Officer (PO)  
M.P. Housing & Infrastructure Development Board  
BHOPAL (M.P.)

  
Chief Accounts Officer  
M.P. Housing & Infrastructure  
Development Board, Bhopal

Witness no. 2

Name

Address

  
Gopal Sharma  
374 Shyamla hills  
Bhopal

For ~~(Name of the Bank)~~

