

M. Jyoti
Smt. Jyoti Laxmi
S.V.L. No. 59 / 95
RL.No.16 - 06 - 004 / 2012
Shop No. 1, H.No. 1-1-149
62/A Garden Lodge Building
N. V. V. Road, Secunderabad



STAMP DUTY TELANGANA
NON JUDICIAL

RS ≈ 0000200
357469

-8.1.2018

INDIA
TELANGANA

000828770271

TRIPARTITE AGREEMENT UNDER HOUSING LAON

(To be executed by the Borrower, Central Bank of India and Builder)

THIS AGREEMENT is made at Seethaphal mandhi on this the 9th day of January 2018
BETWEEN

Ms. Abdul khader P. (Name and Address of the Borrower)
hereinafter referred to as the "Borrower" which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her executors, administrators and permitted assigns.

AND

Ms. Soham modi (managing partners) (Name and Address of Builders)
M/s Silver oak Villas LLP & M/s Silver oak Realty a firm/registered partnership
firm/company represented by its proprietor/authorized partner/Managing Director Mr./
Mrs. Soham modi hereinafter referred to as the "Builder" which
expression shall unless repugnant to the context or meaning thereof be deemed to mean and
include its successors, administrators and permitted assigns.

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies
(Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office Chandermukhi,
Nariman Point, Mumbai - 400 021 and interalia a branch at Seethaphal mandhi
(mention the address of the branch) hereinafter called the "Bank" which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include its
successors and assigns.

WHEREAS the Builder is the owner and is seized and possessed of or otherwise well and
sufficiently entitled to all those pieces or parcels of lands, hereditaments and premises situate at Cheslapally Village
bearing No. _____ more fully described in the Schedule hereunder

OR

WHEREAS the premises situated at Cheslapally Village bearing No. _____
fully described in the Schedule hereunder are owned by _____
and the said _____ has executed a _____ in favour of
the Builder on _____, entitling the Builder to develop and sell the Schedule
mentioned premises.

For SILVER OAK VILLAS LLP &
SILVER OAK REALTY

Authorised Rep. SOHAM MODI

For CENTRAL BANK OF INDIA

Branch Manager

AND WHEREAS the Builder is developing the Schedule mentioned premises for constructing residential Flats/apartments thereon.

AND WHEREAS the Builder has agreed to sell a Flat No. 14 to the Borrower in the Apartment Complex _____ being developed and constructed in the Schedule mentioned premises, under an Agreement for sale dated 19/08/2017 (herein after referred to as the said "Agreement") entered into between the Builder and the Borrower, which contains the terms and conditions for sale of the Flat in favour of the Borrower. As per the terms and conditions contained therein and in furtherance thereof, the Borrower has already paid to the Builder a sum of Rs. 7,95,00/- (Rupees Seven lacs ninety five thousand only) as and by way of earnest money. The balance of sale consideration is payable by the Borrower in installments based on the stages of construction or on or before _____, which are detailed in the aforesaid Agreement.

AND WHEREAS the Bank on the written application and request of the Borrower has already sanctioned a loan of Rs. 30,00,000/- to the Borrower (vide Sanction Advice No. CCPC/HYDE/2017-18/1112 dated 31/12/2017) for the purchase of the said Flat from the Builder, and has at the request of the Borrower agreed to disburse/release the loan in stages directly to the Builder as per the Builders requirements depending on the stage of construction OR as mentioned in the aforesaid Agreement upon the condition inter-alia that the Borrower shall create Registered Mortgage or equitable mortgage by deposit of title deeds relating to Flat to be purchased by him from the Builder in favour of the Bank.

AND WHEREAS the Builder and the Borrower have also requested the Bank for release/ disbursement of installments directly to the Builder.

AND WHEREAS the Bank has agreed to release the loan amounts as aforesaid provided the Builder and the Borrower agree to comply with the terms and conditions put forth by the Bank and both the Builder and the Borrower have agreed for the same.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The Builder agrees/ undertakes that the construction/development of the Schedule mentioned premises will be completed as per the terms and conditions contained in the Agreement for Sale dated 19/08/2017 executed in favour of the Borrower, and the possession of the Flat allotted to the Borrower shall be delivered to the Borrower by 30/09/2018 (date) as stated in the Agreement for Sale dated 19/08/2017. The Builder also agrees/ undertakes that proper conveyance will be executed in favour of the Borrower, upon receipt of the full consideration.
2. The Builder and the Borrower declare that they have not transferred any right, title or interest nor created any charge, encumbrance etc. over the Flat allotted to the Borrower, and further

For SILVER OAK VILLAS LLP &
SILVER OAK REALTY
Authorized Rep. SOHAM MODI

For CENTRAL BANK OF INDIA
Branch Manager

affirm that all sanctions and permits/approvals from the concerned authorities have been obtained for the development and construction of Flats/ apartments in the Schedule mentioned premises and title to the Flat is clear, marketable and free from encumbrance.

3. The Borrower and Builder undertake, save and except the mortgage to be created in favour of the Bank; will not create any charge or encumbrance on the Flat allotted to the Borrower and the proportionate undivided share in the Schedule mentioned premises sold to the Borrower. The Builder shall not allot the Flat No. V/11/9 NO 14 allotted to the Borrower to any other person without written consent from Bank.

4. The Builder shall deliver possession of the Flat to the Borrower only after obtaining "No Objection Certificate" to that effect from the Bank. The date of registration of the sale deed in respect of the Flat allotted to the Borrower shall be informed in advance to the Bank by the Builder.

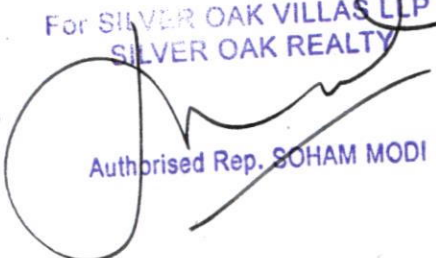
5. All documents like Possession Certificate, copy of the occupancy certificate, latest maintenance bill or any other document/letter regarding right, title, interest, possession, sale consideration, etc. relating to the Flat allotted & agreed to be sold to the Borrower shall be directly delivered to the Bank by the Builder/Borrower.

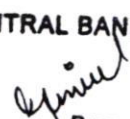
6. The Bank shall have the sole discretion to make disbursement/s and/or interim disbursement(s) from out of the Loans, at such time, on such conditions and in such manner as the Bank may decide. Any disbursement/s and/or interim disbursement(s) to be made directly to the Builder shall be with the express written consent of the Borrower/s.

7. The Builder agrees to keep the Bank updated about the status of progress of the construction as and when required by the Bank.

8. The Builder agrees to maintain a separate account for the Borrower, wherein the amounts disbursed by the Bank shall be credited and all costs towards the construction and amounts due to the Builder from the Borrower shall be debited. The Builder shall interalia be accountable for the loan disbursements made by the Bank directly to it, and shall render accounts of the same along with such statements as may be required to the Bank as and when called for.

9. In the event of the project costs being increased for any reason whatsoever, the Borrower agrees that he/she is solely liable/ responsible to pay such increased costs to the Builder. The Bank shall disburse only to the extent of the loan sanctioned. However, if any refund/s has/have


For SILVER OAK VILLAS LLP &
SILVER OAK REALTY

Authorised Rep. SOHAM MODI

For CENTRAL BANK OF INDIA

Branch Manager

to be made by the Builder to the Borrower due to reduction in costs, then the Builder shall make such refund/s directly to the Bank under intimation to the Borrower, and the Bank shall accordingly give credit of such amount of refund/s to the Borrowers loan account.

10. In the event of the Bank recalling the loan and the amounts disbursed therein or the Builder canceling the allotment of the Flat made in favor of the Borrower for any reason whatsoever, the Builder shall refund to the Bank all amounts disbursed by the Bank till date of such recalling of the loan/ cancellation of allotment as the case may be along with interest as applicable, and only thereafter Builder shall have the liberty to allot the said Flat to any other person.

11. The Builder agrees that the Bank shall have first charge over the Flat as mortgagee allotted to the Borrower for the amounts due to it even though the Builder may subsequently allot the same to another party after the receipt of the recall notice or cancellation notice as the case may be.

12. The Builder further agrees and accepts that first charge in favor of the Bank will be registered in their records and after Society is formed the Builder will inform to the said Society for noting the same in their records and the same will stand continue till the said Society receives the permission from the Bank for releasing the same.

13. The Builder shall indemnify and keep the Bank indemnified, saved, defended harmless at all times against all losses, costs, claims, damages, charges, expenses that the Bank may incur and /or suffer by reason of the Builder not completing the development and construction of the Flat in the Schedule mentioned property within the time specified or abandoning the project altogether or due to the failure on the part of the Builder to adhere to any of the covenants contained herein.. The Builder agrees that that the indemnity as is contained herein contained is in addition to any other right/ remedy Bank may have against the Builder and/ or Borrower.

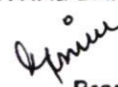
14. The Builder agrees that he is liable along with the Borrower to the Bank for the loan availed by the Borrower along with interest, costs, charges, expenses and all amounts due thereon, and the Bank is at liberty to proceed against the Builder for recovery of the loan as if the Builder were the principal debtor.

15. The Builder consents to put through Registered /equitable mortgage by way of deposit of title deeds by the Borrower of the Flat more fully described in the Agreement to Sale dated 19/08/2017 agreed to be sold to the Borrower.



SILVER OAK VILLAS LLP &
SILVER OAK REALTY
Authorised Rep. SOHAM MODI

For CENTRAL BANK OF INDIA


Branch Manager

16. It is further agreed that, the word "loan" mentioned herein above includes interest, penal interest and all other sums, payable by the Borrower to the Bank as per the terms and conditions of Sanction Advice and Loan Agreement/s entered between the Bank and the Borrower.

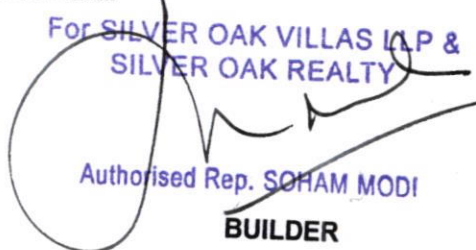
Notwithstanding anything contained hereinabove that in the event of completion of the construction and delivery of possession of the Flat by the Builder to the Borrower as per the terms and conditions contained in the Agreement for sale dated 19/08/2017 and after creation of Registered /equitable mortgage by way of deposit of title deeds by the Borrower of the Flat to the Bank, the Builder shall be relieved from all obligations under this Agreement.

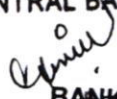
The terms and conditions and obligations of the Borrower contained herein are in addition to and not in derogation of the terms and conditions contained in security/ loan documents executed by the Borrower in favor of the Bank.

SCHEDULE(Incorporate the details of residential site proposed for development and construction of building on Flat ownership basis by the Builder.)

In witness whereof the parties have set out their respective hands on the day, month and year herein above mentioned.


BORROWER

For SILVER OAK VILLAS LLP &
SILVER OAK REALTY

Authorised Rep. SOHAM MODI
BUILDER

For CENTRAL BANK OF INDIA

Branch Manager

Vinod Kumar - Sr. Branch manager
CBI - ~~Mythaspet~~ ^{Seethaalmadi} - 9866943460