



తెలంగాణ తెలంగాణ TELANGANA

 719133

S.No. 4745 Date: 26-10-2015

Sold to: RAMESH

S/o. NARSING RAO

For Whom : NILGIRI ESTATES

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

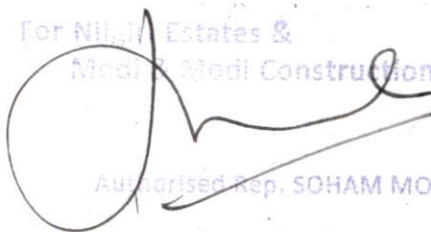
TRIPARTITE AGREEMENT

This agreement is executed on this 07th day of November 2015 between Mr. Ekloveya Pratap Dwivedi, son of Late Shri Maitrey Dwivedi aged about 32 years, Mrs. Ranjana Tiwari, wife of Mr. Ekloveya Pratap Dwivedi aged about 32 years, both are residing at A-04/204, Rajiv Sahabhavana Apartmets, Bandlaguda, Nagole, Hyderabad - 500068, 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

M/S. NILGIRI ESTATES & M/S. MODI & MODI CONSTRUCTIONS, a partnership firm incorporated under the provisions of the Companies Act 1956, having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Partners Mr. Soham Modi, Son of Shri. Satish Modi, aged about 45 years, Occupation: Business, hereinafter referred to as the 'Builder', 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'.

For Nilgiri Estates &
Modi & Modi Constructions



Authorised Rep. SOHAM MODI



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S.No. 14746 Date: 26-10-2015

Sold to: RAMESH

S/o. NARSING RAO

For Whom : NILGIRI ESTATES

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
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AND

State Bank of Hyderabad, a body corporate, constituted under the State Bank of Hyderabad Act 1955, having amongst others one of its Branch Office at State Bank of Hyderabad, HAYATHNAGAR BRANCH MPDO COMPLEX KUNTLOOR ROAD HAYATHNAGAR MANDAL RR DISTRICT HYDERABAD -501505 Name and address of Branch), hereinafter referred as the 'SBH', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

Whereas, the 'Builder' is the absolute owner and in peaceful possession of the residential property bearing villa no. 69 in M/s. "NILGIRI ESTATE" situated at forming a part of land in Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District, and whereas HMDA (Name of the development authority) has sanctioned building plan vide permission HMDA in file no. 001839/MP2/Plg/HMDA /2013 dated 16.3.2015, permit no. 05/MP2/Plg/HMDA/2013 dated 16.03.2015 to construct a residential villa on the said property.

Whereas 'Builder' has taken up construction of residential project known as M/s. "Nilgiri Estate" on the said property.

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Whereas, the Party at the Second Part shall complete the construction of the villas latest by , and is booking the sale of the unit / apartment. The proposed buyer has to make the payment of the sale consideration by 32,75,000/- (Rupees Thirty Two Lakhs Seventy Five Thousand, and on the payment of the entire sale consideration, the Party at the Second Part shall hand over the possession of the villa to the said proposed buyer.

Whereas, the Party at the First Part has booked a villa bearing No. 69, measuring super area 1205 sft, and 175 sq. yds, (hereinafter referred to as the said villa) in 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 of 32,75,000/- (Rupees Thirty Two Lakhs Seventy Five Thousand.

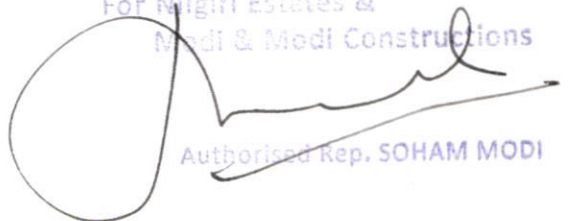
Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs 30,00,000/- (Rupees Thirty Lakhs only) to finance the purchase of the said villa. Besides other securities, the Party at the First Part has agreed to create the charge over the said villa along with 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 its favour, the Party at the First Part is not in a position to create a valid mortgage over the said villa 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 the SBH 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 SBH sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

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

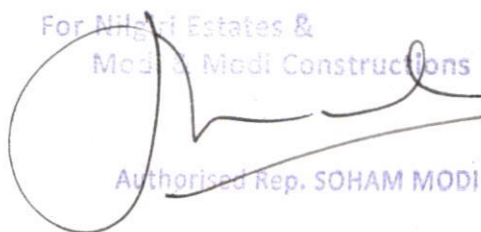
1. That the SBH has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBH shall grant to the Borrower. The charge in favour of SBH shall be first and paramount over the charge which the Builder may have over the said villa.
2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said villa with proportionate share in land to the SBH as security for the said loan agreed to be advanced by the SBH for the purpose of purchase / construction of the said villa. In the event of default in the repayment of loan and / or the Borrower(s) committing any other default 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 SBH, the Builder shall, at the call of SBH, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBH.
3. That if for any reason there is any increase / escalation in the cost of the said villa, the increase shall be paid and borne by the Builder (s) without any reference to the SBH and until such payment is made, the SBH shall have the right to suspend further disbursement of the said loan.
4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the SBH.
5. That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBH.
6. That the Builder shall note in its records the charge and lien of SBH over the said villa. The Builder shall not transfer the said villa to any other person without the prior written consent of the SBH.



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7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed / Sale Deed / Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBH and not to the Borrower(s). Before the execution of the Sale Deed / Conveyance Deed / Lease Deed, the builder shall inform the SBH about the same on the completion of the project.
8. That the builder agrees that the loan amount may be credited to the loan account no _____ with HDFC Bank, Sainikpuri Branch, Secunderabad, (Name of the Bank & Branch), from where the builder have availed financing facility for the project.
9. That the Borrower(s) shall also keep informed the SBH about the developments in the project. The Borrower shall notify the SBH the date of taking over the possession of the said villa. In case the Borrower(s) comes into possession of the Lease Deed / Conveyance Deed / Sale Deed, he / she shall immediately deliver the same to the SBH.
10. That the Borrower(s) assures that he / she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage / charge the said villa to be allotted to him / her in any manner whatsoever.
11. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department / Authority in respect of the said villa and the SBH shall not be liable or responsible in any manner whatsoever or howsoever for the same.
12. That the Borrower(s) agrees and acknowledges to keep the SBH indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said villa.
13. That during the currency of the loan, the Borrower(s) shall not transfer the said villa to any other person, without the prior written consent of the SBH. The Builder shall not issue the duplicate allotment letter / possession letter to the Borrower(s) without the prior written consent of the SBH.
14. 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 SBH.
15. That in the event of any default by the Borrower(s), the SBH may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said villa in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.
16. That the Builder assures the SBH that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the villa with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).
17. 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 the SBH.
18. That the said villa is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the villas / or charge created in favour of SBH in any manner whatsoever.
19. That there is no 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.



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20. 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 Borrower(s) in the Loan Agreement and other documents executed in favour of SBH shall remain binding upon the Borrower(s).
21. That in case of acquisition, forfeiture / resumption of the said property, the SBH shall be entitled to get the compensation settled in respect of the said villa and to appear and act before the Collector / Revenue 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.

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)

Mr. Ekloyeya Pratap Dwivedi and Mrs. Ranjana Tiwari


For Nilgiri Estates &
Modi & Modi Constructions

Authorized Rep. SOHAM MODI
Authorized signatory of Builder

For State Bank of Hyderabad,
Hayathnagar Branch 21096

Authorised Signatory
Signature

Witness:
Name & Address

1.

Signature

2.

Signature