

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

S.No. 9033 Date: 06-08-2015

Sold to: RAMESH

S/o. NARASING RAO

For Whom: M/s. NILGIRI ESTATES

A 546818  
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 made and executed here at Secunderabad on this 26<sup>th</sup> day of August 2015 between

Mr. G. Ram Mourya, son of Mr. G. B. Ram Babu, aged about 24 years, Mr. G. Vaishnav, son of Mr. G. B. Ram Babu, aged about 21 years, both are residing at Flat No. 302, Jaya Castle, Behind Shivam Temple, New Nallakunta, Hyderabad - 500 045, (hereinafter called the "Borrower" which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives of the First Part and

(in case of a partnership firm)

Mr. Soham Modi, Son of Shri. Satish Modi, aged about 45 years. residing at Plot no. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034; at present carrying on the business in partnership at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, under the firm, name and style of M/S. NILGIRI ESTATES and M/S. MODI & MODI CONSTRUCTIONS, which is registered under the Indian Partnership Act, 1932, in their capacity as partners of the aforesaid firm and also in their personal capacity (hereinafter referred to as the "BUILDER" which expression shall, unless it be repugnant to the subject or context thereof mean and include any or each of them and survivor(s) of them or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns) of the Second Part.

1. Sh. Ram Mourya

2. G. Vaishnav

Authorised Rep. SOHAM MODI  
Modi & Modi Constructions  
For Nilgiri Estates &

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తెలంగాణ తెలంగాణ TELANGANA

S.No. 9034

Date: 06-08-2015

Sold to: RAMESH

S/o. NARASING RAO

For Whom: M/s. 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

A 546819

**HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED**, a company registered under the Companies Act, 1956 and having its registered office at Raman House, 169 Backbay Reclamation, Mumbai-400 020, and having its branch office at HDFC limited, Tarnaka (hereinafter called "HDFC" which term so far as the context admits, shall mean and include their successors and assigns hereinafter referred to as "HDFC" (which expression shall unless the context otherwise requires, include its successors and permitted assigns). of the Third Part

**WHEREAS** the Borrower has represented that the Builder is of his choice and that he has satisfied himself with regard to integrity, capability for quality construction of the Builder and the Builder's ability for timely completion and on time delivery of the Project;

**AND WHEREAS**, as part of its business activity, builder has developed the project being called as 'NILGIRI ESTATE' (hereinafter referred to as the "PROJECT");

**AND WHEREAS** the Builder has invited applications for allotment by sale of residential villas in the said project, for which various payment options have been offered to the customers;

1  
G. Ram Mouya

2 G. Vaishnav

For Nilgiri Estates &  
Modi & Modi Constructions  
Authorized Rep. SOHAM MODI

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తెలంగాణ తెలంగాణ TELANGANA

S.No. 9035 Date: 06-08-2015

Sold to: RAMESH

S/o. NARASING RAO

For Whom: M/s. 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

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A 546820

AND WHEREAS the Builder and the Borrower have entered into an agreement dated 22<sup>nd</sup> day of April 2015 for the purchase of villa / unit no 16 in the said Project of the Builder;

AND WHEREAS the Borrower has approached HDFC for a Loan of Rs. 20,00,000/- towards payment of the sale / purchase consideration of the residential flat/ unit in the Project;

AND WHEREAS the Borrower has agreed to secure with HDFC the said residential villas under finance as and by way of mortgage of all the rights, title, benefits that would accrue from the said residential apartment till the currency and term of the said loan to be advanced/advanced. The Builder also agrees and confirms that they shall take note of the said mortgage created by the Borrower and undertake not to create any third party rights or security interest of any sort whatsoever on the said villa without the prior written consent of HDFC hereinafter;

AND WHEREAS based on several representations made by the Borrower and the same being acknowledged and consented to by the Builder, the HDFC granted a loan of Rs. 20,00,000/- (Rupees Twenty Lakhs only) to the Borrower, in terms of the Loan Agreement dated \_\_\_\_\_ (hereinafter referred to as the "Loan Agreement") duly executed by the Borrower;

1. *[Signature]*

2. G. Vaishnav

For Nilgiri Estates &  
Modi & Modi Constructions  
*[Signature]*  
Authorised Rep. SOHAM MODI

**AND WHEREAS** HDFC based on such requests and representation and at its sole discretion, shall make disbursements under the Loan, which factor is hereby confirmed and acknowledged by the Borrower herein;

**AND WHEREAS** HDFC has considered the said request with a clear understanding and an irrevocable undertaking by the Borrower that subsequent to the disbursement, if any, as requested by the Borrower, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrower and the Builder/Developer.

**AND WHEREAS** the Builder and the borrower agree that they shall inform HDFC in advance the date, time and venue of the registration of the Sale Deed and shall directly forward the duly registered Sale Deed to HDFC as the title document for the security interest created in favour of HDFC.

**AND WHEREAS** the Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder. The Borrower and Builder agree and undertake to Indemnify HDFC at all times for all / any loss that may be a direct or remote consequence of and / or arising out of any dispute between the Borrower and Builder subsequent to HDFC disbursing full / part the said loan amount to the builder.

**AND WHEREAS** one of the conditions for HDFC sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduce and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower and the Builder such time this formality is complied with to the satisfaction of the HDFC and documents in evidence thereof are delivered/furnished to the HDFC there will be no disbursement pursuant to the Loan Agreement;

**AND WHEREAS** in consideration of HDFC 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 THAT:

1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
2. The Borrower irrevocably and unconditionally instructs HDFC to disburse the said loan directly to the builder herein.
3. The housing loan advanced to the borrower by HDFC shall be subject to the borrower's repayment capacity as assessed by HDFC and shall be secured against the first and exclusive mortgage of the residential apartment to be acquired in the Project in favour of HDFC.

1. *Sh. Ram Mouya*

2. *G. Vaishnav*

For Nilgiri Estates &  
Modi & Modi Constructions  
*[Signature]*  
Authorised Rep. SOHAM MODI

4. The housing loan advanced to the borrower by HDFC shall be repayable by the borrower by way of Equated Monthly Installments (EMI). The date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month. Till the commencement of EMI the borrower shall pay Pre-EMI, which is the simple interest on the loan amount disbursed calculated at the rate of interest as mentioned in the respective loan agreement of the Borrower.
5. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the residential apartment to the Borrower by the Builder the Borrower shall be liable to pay to HDFC regularly each month the EMIs / Pre-EMIs as laid down in the Loan Agreement to be signed by and between HDFC and the Borrower. The Borrower shall execute an indemnity and such other documents as may be required by HDFC in favour of HDFC in this regard.
6. The Borrower agrees and undertakes that he or she shall not raise any dispute or claim against HDFC on the ground that the builder committed any deficiency of service either with the progress of the construction or with the quality of the construction and it is the sole responsibility of the borrower to look after the progress and the quality of the construction of the flat and it is his responsibility to intimate from time to time about the progress of the construction to HDFC. All the parties to the agreement specifically understand that the role of HDFC is limited to advance the loan amount on behalf of the borrower as a creditor.
7. The Builder also agrees to stand guarantee to the amounts received from the HDFC on behalf of the borrower in case of any default and / or breach in the terms of the Loan Agreement, till the deposit of the title deeds relating to the said flat / unit validly creating an equitable mortgage in favor of HDFC. The obligation to pay the amounts under this agreement is joint and several by and between the Builder and the Borrower.
8. In case the Borrower is not in a position to pay pursuant to its obligation, under the said Loan Agreement, the Borrower may recommend or HDFC may agree to have a new borrower in place of the Borrower upon terms and conditions to be decided at the time including transfer charges as agreed to between the Builder, HDFC and the Borrower. The discretion, whether to have the new borrower in place of the old borrower, vests with HDFC in consultation with the Builder.
9. The Builder and the Borrower has assured and represents that it has a clear and marketable title to the said flat / Unit and the same can be freely transferred / registered, and the same is free from any lien and / or any encumbrance and the Builder further state that they have obtained all the required approval, sanctions for developing and selling the said flat/ unit. The Borrower further confirms that he has independently verified the said legal and technical evaluation of the said flat / unit before entering into the agreement with the builder.
10. The Borrower shall ensure to pay to the Builder his own contribution in full i.e., the cost of the flat minus the loan amount being disbursed by HDFC before availing of the disbursement from HDFC.

1. *L. Ran Mouya*

2. *G. Vaishnav*

For Nilgiri Estates &  
Modi & Modi Constructions  
*[Signature]*  
Authorised Rep. SOHAM MODI

11. The Borrower agrees that if any escalation of the cost to the said flat / unit, he undertakes to pay the same to the builder with intimation to HDFC.
12. That the Builder shall not hand over the actual and physical possession of the said flat/residential apartment to the Borrower without obtaining NOC from the HDFC, before execution and registration of the said deed.
13. That the original registered sale deed shall be submitted to HDFC directly by the Builder to be kept by HDFC towards security for the said loan. The Builder also agrees that if the sale deed is not submitted on or before 31.07.2016, Builder agrees to refund all the amounts received to HDFC towards repayment of the Loan account.
14. That if the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by HDFC and the actual purchase price of the flat/residential apartment, or in the event of death of the Borrower or in the event of cancellation of the residential apartment for any reason whatsoever the entire amount advanced by HDFC will be refunded by the Builder to HDFC forthwith. The Borrower hereby subrogates all his rights for refund with respect to the said residential apartment in favour of HDFC.
15. Further if the Borrower commits a breach of any of the terms and conditions of this Tripartite Agreement and any other terms and condition of the loan, the borrower hereby authorize the HDFC to approach builder for cancellation of Tripartite Agreement. Upon receipt of such intimation from HDFC, builder shall upon such cancellation pay the amounts directly to HDFC for which borrower have no objection.
16. In case of termination / cancellation of the Agreement for any reason whatsoever, the Builder shall refund the entire amounts (amounts received from HDFC and Borrower's contribution) to HDFC within 15 (fifteen) days from the date of such termination / cancellation. The Builder further agrees that in case the builder fails to pay the amounts within 15 days from the date of cancellation / termination, builder is liable to pay interest on the said disbursed amount @ 24% from the date of Cancellation / termination.
17. However it is further agreed between the Parties that such payment made by the Builder directly to HDFC shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan.

That the Borrower agrees that it unconditionally and irrevocable subrogates its right to receive any amount payable by the Builder to the Borrower in the event of cancellation in favour of HDFC and that the act of payment by the Builder to HDFC under this clause shall amount to a valid discharge of the Builder of its obligation to pay the Borrower such cancellation amount.

Further that the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrowers contribution towards the purchase consideration paid to the Builder. Borrower's contribution for the purposes of this clause shall mean and include the difference between the total cost of the residential apartment and the Loan amount as mentioned above.

1 *G. Ram Mouya*

2 G. Vaishnav

For Nilgiri Estates &  
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*[Signature]*  
Authorised Rep. SOHAM MODI

18. Further, the Builder, in the in the event of default of repayment as mentioned in above clauses, shall on intimation by HDFC cancel the allotment of the flat / unit in favour of the borrower and refund all monies to HDFC directly under intimation to the borrower. Although the Buyers Agreement allows forfeiture of the earnest money if any, it is agreed by and between the parties here that irrespective of what is mentioned in the Buyers agreement or other agreement at no point in time the amount funded through HDFC shall be subject to such forfeiture and builder has right to forfeit only such amount which is paid by the purchaser(s) only.
19. The Builder also confirms and undertakes that it shall submit to HDFC all documents for the Project as requested by HDFC and shall keep HDFC informed of the progress of the project and shall obtain a clearance from HDFC before handing over possession of the respective apartment to the borrower.
20. The Courts at Hyderabad alone, to the exclusion of all others Courts, shall have the jurisdiction to try and entertain any matter or dispute arising out of or in relation to this agreement.

1. J. Ram Mouya 2. G. Vaishnav

Signed and Delivered by the within-named Borrower

For Nilgiri Estates &  
Modi & Modi Constructions

Signed and Delivered by the within-named Builder  
By the hand of

Signed and delivered by the within-named HDFC  
Development Finance Corporation Limited by the  
of  
Mr./Ms. \_\_\_\_\_  
Its \_\_\_\_\_