भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH AD 011194

Sl. No. 25739 Date 22/10/2009 10L

Sold to Ramesh

S/o. D/o. W/o. Narsing Rao

For Whom Kadakia & Modi Housing

K. SRINIVAS
S.V.L.No.28/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

TRIPARTITE AGREEMENT

This Agreement is made and executed at Hyderabad on this the 19th day of January 2010

BY AND BETWEEN

1) Kadakia & Modi Housing, a firm registered with registrar of firms of Government of A. P, having its Registered Office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi hereinafter called 'BUILDER'

2) 1. Col. K. G. A. Kamaldev, son of Mr. K. J. Gabriel aged about 43 years, 2. Mrs. Sheela Jamesina, wife of Col. K. G. A. Kamaldev aged about 38 years, residing at # G-003, Arihant Ashok Apartments, 1-10-11, Street No. 4, Ashok Nagar, Hyderabad - 500 020 hereinafter called the 'BORROWER'

AND

3) State Bank of India, a bank constituted under the State Bank of India Act, 1955 having its Corporate Centre at Mumbai and carrying on business amongst other places at Secunderabad through its branch known as Ashoknagar hereinafter called 'the Bank'.

For KADAKIA & MODI HOUSING

Partner

BRANCH MANAGER
ASHOK NAGAR BR.-11658, HYD
STATE BANK OF INDIA

WHEREAS

The Builder is developing residential Bungalows to be known at "Bloomdale" on all that piece and parcel of land admeasuring 25,250 Sq.yds. Situated at Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District (herein after called "the Land')

The Builder states and declared that it is entitled absolutely to develop and build the residential Duplex Bungalows on the aforesaid land by virtue of Plots.

The Borrower has approached the builder for purchase of a residential Bungalow bearing no.12 consisting of 2166 sq. ft. together with land admeasuring 199 Sq.yds. out of 25,250 Sq.yds. in the building proposed to be constructed on land aforesaid (hereinafter called "the Bungalow")

The Builder has agreed to sell the Bungalow on the terms and conditions agreed to in the Agreement of Sale dated 29th day of December 2009 executed in between the Builder and the Borrower.

The Borrower has applied to the Bank for granting a housing loan of Rs. 32,60,000/- (Rupees Thirty Two Lakhs Sixty Thousand only) for purchase of the Bungalow. On the application of the Borrower, the Bank has agreed to grant a housing loan of Rs. 32,60,000/- (Rupees Thirty Two Lakhs Sixty Thousand only) to the Borrower on certain terms and conditions.

The Borrower has agreed to irrevocably authorize the Bank to remit the amounts as per the payment schedule specified in herein below as and when a demand is made by Builder by debit to the loan account sanctioned in his/her name and also directly take delivery of the original sale deed to be executed by the Builder in favour of the Borrower after its execution and registration.

Payment Schedule

Installment	Amounts	Mode of Payment
Booking Amount	Rs. 25,000/-	28.12.2009
I	Rs. 2,00,000/-	31.12.2009
II	Rs. 4,75,000/-	05.01.2010
III	Rs. 21,60,000/-	15.01.2010
IV	Rs. 5,40,000/-	26.03.2010
V	Rs. 9,00,000/-	Bal HL amount to be paid on completion of flooring, doors, windows, bathroom tiles and 1st coat of paint,
VI	Rs. 2,00,000/-	On Completion
Total	Rs. 45,00,000/-	

The Builder have agreed to convey the Bungalow to the Borrower by duly executing and registering a Sale Deed, Agreement of Development and Agreement for Constructions in his/her favour on receipt of the loan amount sanctioned and granted by the Bank to the Borrower and deliver the original sale Deed, Agreement of Development and Agreement for Construction to the Bank upon its execution and registration.

For KADAKIA & MODI HOUSING

Partner

For STATE BANK OF INDIA

BRANCH MANAGER
ASHOK NAGAR BR.-11658, HYD

The Builder understands that the Bank is entitled to have a first charge by way of mortgage over the Bungalow by reason of granting the housing loan to the Borrower.

On the above understanding the Bank agrees to sanction a housing loan of Rs. 32,60,000/- to the Borrower on certain terms and conditions, which will be separately documented in between the Borrower and the Bank.

Now this Agreement witnesses as follows:

1. The Builder states and declared that they have the absolute right, title and interest to develop and construct Bungalows over the land and that there are no encumbrances or disputes of whatsoever nature over the land as well as the Bungalow that is proposed to be conveyed to the Borrower. The Builder assures and declared not to create any encumbrances over the land or the Bungalow covered under this Tripartite Agreement.

2. The Builder has agreed to sell to the Borrower the Bungalow bearing no. 12 consisting of 2166 sq. ft. together with land admeasuring 199 Sq.yds. Out of 25,250 Sq.yds in the building proposed to be constructed on land aforesaid under the Agreement of Sale Dated 29th day of December 2009 executed between the Builder and the Borrower.

3. The Builder agrees to construct the Bungalow on or before 30th June 2010 with a further grace period of 6 months from the date of Agreement of Sale, deliver possession and convey the same to the Borrower by a duly registered Sale Deed on the terms and specifications agreed upon subject to payment of the amount specified hereinabove.

4. The Borrower requests for grant of a housing loan of Rs. 32,60,000/- and agrees to execute the necessary loan and security documents in favour of the Bank for securing the due repayment of the loan with interest costs, charges and expenses and faithfully & punctually comply with all the terms and conditions that may be stipulated by the Bank.

5. The Builder agrees to demand payment from .the Bank towards the cost of the Bungalow strictly as per the stage of construction of the Bungalow agreed to be sold to the Borrower and it will be responsibility of the Borrower to verify the stage of construction.

6. The Builder agrees that the housing loan of Rs. 32,60,000/- to be sanctioned to the Borrower is on the price mentioned in the Agreement of Sale 29th day of December 2009 and the Borrower is solely responsible for meeting the margin money of Rs. ____________/- as well as any escalations in cost or any other expenditure and the Bank shall not be responsible for meeting any such obligations of the Borrower. The Borrower agrees and undertakes to meet the margin money as well all escalations in cost or other expenditure as may be demanded by the Builder.

For KADAKIA & MODI HOUSING

Partner

K. T. M.

For STATE BANK OF INDIA

BRANCH MANAGER
ASHOK NAGAR BR.-11658, HYD

7. The Borrower irrevocably authorizes the Bank to make disbursement of the loan amount by making payment to the Builder on behalf of the Borrower by debit to the loan account on a demand being received from Builder as aforesaid. The Borrower agrees that the Bank shall not be responsible to ensure the progress of construction of the Bungalow. The Borrower further agrees that the all payments made to the Builder shall be deemed to be payments made on behalf of the Borrower and the Borrower shall be liable for payment of the amounts disbursed to the Builder together with interest, costs and charges as shall be agreed upon.

8. The Builder agrees that the Bank shall be justified in not making payments on account of the Borrower, if the Borrower fails to meet the margin money and cost of escalation or other expenditure or when it is satisfied that the demand for payment is not commensurate with the progress of construction of the Bungalow.

9. The Borrower agrees to maintain correct accounts in respect of amounts paid on account of the Borrower and give valid and proper receipts in token of receiving the said amounts.

10. The Builder assures the Bank that it is entitled to receive the amounts from the Bank on account of the Borrower towards the cost of the house and no disputes between the Builder and the Borrower shall in any way affect the rights of the Bank to secure its rights over the Bungalow agreed to be sold to the Borrower.

11. Immediately upon receipt of the loan amount sanctioned to the Borrower, the Builder agrees to execute and register a valid conveyance in favour of the Borrower and deliver the original Sale Deed after its registration directly to the Bank. In this context, the Borrower irrevocably authorizes the Builder to deliver the original Sale Deed directly to the Bank. On receipt of such Sale deed from the Builder, the Borrower agrees to callon the Bank and constructively deposit the Original Sale Deed executed and registered in his/her favour for the purpose of creating a mortgage by deposit of title deeds in favour of the Bank by meeting all expenses on account of stamp duty and registration as applicable.

12. The Builder agrees that the Bank shall be entitled to an exclusive and first charge over the Bungalow at all times. The Builder agrees that it shall not be entitled to claim any lien or priority for any amounts prejudicing the interests of the Bank until the dues to the Bank are fully met and discharged.

13. The Borrower agrees to punctually & promptly pay the installments to the Bank notwithstanding there being any delay on the part of the Builder in delivering possession of the Bungalow within the agreed time.

14. In the event of any failure on the part of the Borrower to adhere to the agreed terms and conditions or his/her death or insolvency or the occurrence of any situation, in the opinion of the Bank, which renders the recalling of the loan granted to the Borrower, the Builder agrees that it shall not cancel the Agreement of Sale or execute any other document of conveyance of create any other encumbrances over the said Bungalow to any other person or deal with the Bungalow in any other manner, until the dues to the Bank under the loan account of the Borrower is discharged in full.

15. The expressions the Builder and the Bank shall be deemed to mean and include its successors and assigns and the expression Borrower shall deemed to mean and include his/her heirs, successors, legal representatives, administrators, executors and assigns.

For KADAKIA & MODI HOUSING

Partner

For STATE BANK OF INDIA

BRANCH MANAGER
ASHOKNAGAR BR.-11888, HYD

DESCRIPTION OF THE LAND

ALL THAT PIECE AND PARCEL OF LAND admeasuring about 25,250 sq. yds, in the project known as Bloomdale forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District.

North	:	40' wide road & Sy. No. 1142, 1143 & 1144
South	:	40' wide road & Sy.no. 1050 & 1077
East	:	Sy. No. 1038 & 1138
West	:	Sy. No. 1183, 1187, 1188 & 1140

DESCRIPTION OF THE BUNGALOW

All that Bungalow bearing No. 12 admeasuring 199 Sq.yds consisting of 2166 sq. ft. in the project known as 'Bloomdale' Situated at Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District.

North	Plot No. 13
South	Plot No. 11
East	Neighbour's Land
West	30' wide road

In witness whereof Kadakia & Modi Housing duly represented through represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, the Borrowers 1. Col. K. G. A. Kamaldev, son of Mr. K. J. Gabriel aged about 43 years, 2. Mrs. Sheela Jamesina, wife of Col. K. G. A. Kamaldev. and the Bank represented through its ____________________, Sri ____________________________ have set and subscribed their signatures on the 25th day of March 2009.

Signed by Sri Mr. Soham Modi, S/o. Sri Satish Modi
on behalf of Kadakia & Modi Housing.,
under its common seal affixed in the presence of. ________________________

Signed by the Borrower / G.P.A.

1. Col. K. G. A. Kamaldev, son of Mr. K. J. Gabriel ____________________

2. Mrs. Sheela Jamesina, wife of Col. K. G. A. Kamaldev ____________________

U.N. SURYANARAYANA MURTHY
BRANCH MANAGER
STATE BANK OF INDIA
ASHOKNAGAR-11658,

Signed by Sri_____on behalf of State Bank of India

STATE BANK OF INDIA
ASHOKNAGAR BRANCH
1-10-67, MAIN ROAD,
OPP. CHILDREN PARK,
HYDERABAD - 500 020.

For KADAKIA & MODI HOUSING

Partner

For STATE BANK OF INDIA

BRANCH MANAGER
ASHOKNAGAR BR.-11658, HYD