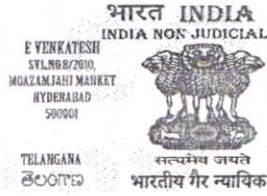


Phone No:  
Sold To/Issued To:  
M Pradeep  
For Whom/ID Proof:  
Self



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₹ 0000200/-  
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Agreement  
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### TRIPARTITE AGREEMENT

THIS AGREEMENT made at Hyderabad Malakpet on this the .....day of June 2022

BETWEEN Mr Mashetti Pradeep, aged 28 years, S/o Mashetti Srinivas, Occupation business, residing at 1-100, mandal Palakurthi, Mallampalle, Mallampally, Warangal, Telangana-506317 (hereinafter called the 'borrower' which expression shall unless the context otherwise requires means and includes his/her heirs, executors, administrators, receivers and permitted assigns).

AND

M/s Modi Housing Pvt Ltd, 5-4-187/3 & 4, II floor Soham Mansion, M G Road, Secunderabad-500 003; Silver Oak Villas LLP, 5-4-187/3 & 4, II floor Soham Mansion, M G Road, Secunderabad-500 003 (hereinafter called the 'Vendor and Developer' which expression shall include his/their respective heirs, executors, administrators and assigns).

AND

The Federal Bank Ltd., a Company registered under the Companies Act, 1956 having its registered office at Aluva, Kerala and having a branch office among other places at Hyderabad Malakpet of Hyderabad district (hereinafter called "the bank" which expression shall include its successors and assigns).

WHEREAS the ownership, possession and enjoyment of the immovable property scheduled as 'A' to this agreement is with the land owner who has given an agreement No 16252/2019 dated 07<sup>th</sup> November 2019 registered at SRO Uppal to construct villas and to sell/dispose of/alienate the flats/independent houses with land in the Schedule A landed property and to execute, sign necessary documents/prepare for the said purpose on behalf of the landowners.

AND WHEREAS the "BORROWER" approached the 'Vendor and Developer' for completion of villa in Schedule A property and to execute the sale deed of the independent building in favour of the borrower on completion of the construction of the villa. The specification/details of the flat is shown in Schedule B to the agreement.

AND WHEREAS by an agreement dated 28<sup>th</sup> January 2021 by and between the 'Vendor and Developer' and the borrower the 'Vendor and Developer' has agreed to sell to the borrower the 'A' Schedule property and to construct a villa as per the specifications in 'B' Schedule for a total consideration of Rs 91, 00,000/- (Rupees Ninety one lakhs only). In furtherance thereof the borrower has already paid to the builder a sum of Rs 61, 00,000/- (Rupees sixty one lakhs only) by way of advance out of the total consideration agreed.

|                      |                                                   |                  |
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| <br>Mashetti Pradeep | <br>Modi Housing Pvt Ltd<br>Silver Oak Villas LLP | Federal Bank Ltd |
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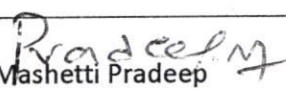
AND WHEREAS the borrower has approached the Bank for a loan of Rs 30, 00,000/- (Rupees thirty lakhs only) for paying the balance amount of the total sale consideration to the 'Vendor and Developer' and agreed the terms and conditions of the loan of the Bank.

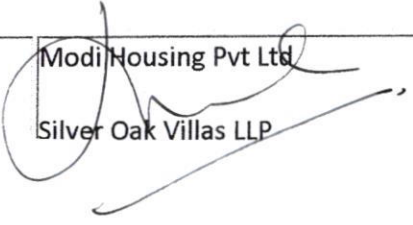
And the BORROWER agrees to pay the entire sum of Rs 30,00,000/- (Rupees thirty lakhs only) to the 'Vendor and Developer' towards full settlement of the sale consideration for the flat specified in Schedule B with proportionate undivided share in the Schedule A Property by availing the loan from the bank.

AND WHEREAS the bank has sanctioned/agreed to sanction the loan for an amount of Rs 30, 00,000/- (Rupees thirty lakhs only) to the borrower subject to the terms and conditions as agreed and executed between the BORROWER and the Bank and the borrower agreed to mortgage the B schedule flat along with the proportionate undivided share/interest in A Schedule property to the Bank on execution of the sale deed by the builder in favour of the borrower.

Now, it is mutually agreed between the parties as follows:

- (1) The Bank shall make payment of the loan amount of Rs 30, 00,000/- (Rupees thirty lakhs only) directly to the 'Vendor and Developer' on execution of loan documents by the borrower in favour of the Bank and the borrower hereby agrees and undertake that the loan amount paid by the Bank directly to the builder is at the specific request of the borrower. The disbursement of payment to the builder shall be as per the Schedule 'C' to the agreement.
- (2) The payment of the above said sum of Rs 30, 00,000/- (Rupees thirty lakhs only) by the Bank to the 'Vendor and Developer' as per Schedule C shall be deemed as the payment made by the borrower and on completion of the construction and receipt of the entire sale consideration the 'Vendor and Developer' shall execute sale deed in favour of the borrower. The borrower hereby specifically authorise the 'Vendor and Developer' and the 'Vendor and Developer' hereby specifically agree that the sale deed shall be entrusted/ delivered directly to the Bank allowing the borrower to mortgage the same to create equitable mortgage.
- (3) The 'Vendor and Developer' shall build and completely finish and make the said villa habitable and execute the sale deed and hand over possession of the flat to the borrower on or before 30.06.2022
- (4) The 'Vendor and Developer' shall build the villa under his direct personal supervision and in the best workmanlike manner and complete the construction and handover possession to the borrower within the time stipulated above.
- (5) The 'Vendor and Developer' agrees and admit that the payment of Rs 30, 00,000/- (Rupees thirty lakhs only) made by the bank to the 'Vendor and Developer' is at the request of the borrower and the said amount shall be treated as a loan to the borrower by the Bank and the Bank is having a charge on the Schedule B Properties with proportionate undivided share in the A Schedule property.

  
Mashetti Pradeep

  
Modi Housing Pvt Ltd

Silver Oak Villas LLP

Federal Bank Ltd

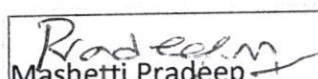


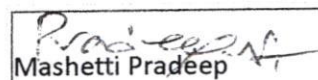
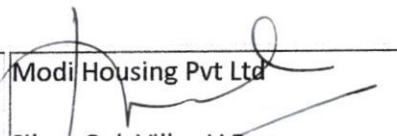
(6) The borrower agrees that the Bank shall have a charge on the B Schedule Property with proportionate undivided share in the A Schedule property for the recovery of the loan sanctioned to the borrower and the borrower hereby undertake to create Equitable mortgage in favour of the Bank over the B Schedule property with proportionate undivided share in the A Schedule Property as security to the loan sanctioned by the Bank as and when the sale deed is executed by the builder.

(7) The 'Vendor and Developer' and the borrower shall be liable to and indemnify the bank for any loss caused to the bank on account of any delay in completion of construction of the flat/house, execution of the sale deed in favour of the borrower and handing over of possession to the borrower and/or loss caused on account of non-performance of the terms of the agreement.

(8) It is hereby expressly agreed that during the subsistence of this agreement none of the parties shall create any charge, lien or mortgage the right, title and possession of B Schedule properties and proportionate share in the A schedule property at the detriment interest of the Bank. In case the 'Vendor and Developer' is exercising the option of terminating the construction agreement with the borrower for non-payment of balance consideration or for any other valid reason, the 'Vendor and Developer' shall obtain prior permission from the Bank to resell the B schedule property along with undivided proportionate share in the A schedule property. It is also made explicit that the borrower and/or the 'Vendor and Developer' and/or the land owner shall not avail loan from any Bank, financial institution or Government with respect to B Schedule Property and proportionate undivided share in A Schedule property without the consent of the Bank in writing.

IN WITNESS WHEREOF the parties hereto signed this deed and delivered on the date hereinabove mentioned.

|                                                                                                         |                                                                                                                                      |                  |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <br>Mashetti Pradeep | <br>Modi Housing Pvt Ltd<br>Silver Oak Villas LLP | Federal Bank Ltd |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------|

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|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <br>Mashetti Pradeep | <br>Modi Housing Pvt Ltd<br>Silver Oak Villas LLP | Federal Bank Ltd |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------|

### A Schedule

All that the portion of land area to the extent of Ac 15-10 gts., forming a part of Sy Nos 11,12,14,15,16,17,18 & 294 of Cherlapally village, Ghatkesar mandal, Medchal Malkajgiri district, Telangana and bounded by:

Boundaries for the entire Plot:

North: Cherlapally Village                      South: Neighbours land in Sy No 5, 8,9,10,168 & 296  
East : Neighbours Land in SY No 137                      West : Main road

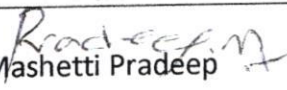
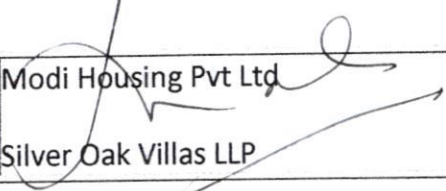
### B Schedule

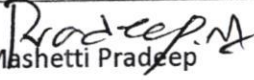
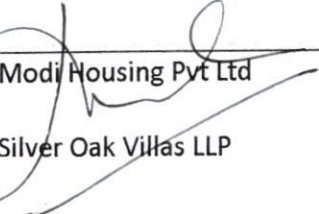
All that the land forming plot No 108, admeasuring about 161 sq yards along with a Villa constructed thereon in the housing project named as Silver Oak Villas forming a part of Sy No 11, 12, 14, 15 16,17 18 & 294 of Cherlapally Village, Ghatkesar mandal, Medchal-Malkajgiri district (formerly known as Ranga Reddy district) bounded by:

North : Plot No 109                      South: Park  
East : Plot No 121                      West : 30' wide Road

### C Schedule

By way of DD ..... dtd ..... for Rs 30,00,000/-(Rupees thirty lakhs Only)

|                                                                                                         |                                                                                                                                       |                  |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <br>Mashetti Pradeep | <br>Modi Housing Pvt Ltd<br>Silver Oak Villas LLP | Federal Bank Ltd |
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| <br>Mashetti Pradeep | <br>Modi Housing Pvt Ltd<br>Silver Oak Villas LLP | Federal Bank Ltd |
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