

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT ("Agreement") is made and executed at the PLACE and on the DATE mentioned in Item No. 1 and in Item No. 2 respectively of **SCHEDULE I** hereunder written

BETWEEN

The person/s specified in **Item No. 3** of **SCHEDULE I** hereunder written, (hereinafter referred to / collectively referred to as the "**Borrower**" which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Borrower is an individual/Sole Proprietor); its/their successors and assignees (where the/a Borrower is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assignees of the partners (where the/a Borrower is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the /a Borrower is a Hindu Undivided Family); all the constituents for the time being or from time to time of the Association of Persons or Body of Individuals and his/her/its/ their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Borrower is an Association of Persons or a Body of Individuals); its / their successors and assignees (where the/a Borrower is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assignees (where the/a Borrower is a Trust), of the **ONE PART**;

For MODI PROPERTIES PVT. LTD.

Managing Director

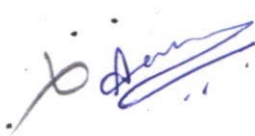
AND

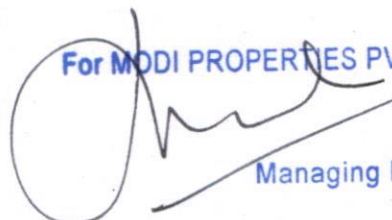
The person/s specified in **Item No. 4** of **SCHEDULE I** hereunder written, (hereinafter referred to / collectively referred to as the "**Builder**") which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Builder is an individual/Sole Proprietor); its/their successors and assignees (where the/a Builder is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assignees of the partners (where the/a Builder is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the /a Builder is a Hindu Undivided Family); all the constituents for the time being or from time to time of the Association of Persons or Body of Individuals and his/her/its/ their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Builder is an Association of Persons or a Body of Individuals); its / their successors and assignees (where the/a Builder is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assignees (where the/a Builder is a Trust), of the **SECOND PART**;

AND

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, HDFC House, 3-6-310, Hyderguda Road, Basheerbagh, Hyderabad – 500 029 (hereinafter called "**HDFC**") which term so far as the context admits, shall mean and include their successors and assignees hereinafter referred to as "**HDFC**" (which expression shall unless the context otherwise requires, include its successors and permitted assignees). of the **THIRD PART**

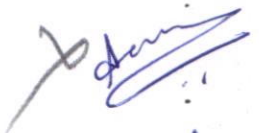
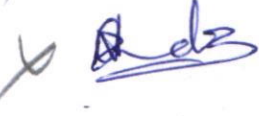
The Borrower, Builder and the HDFC, wherever the context permits, shall be collectively referred to as the "**Parties**" and individually as the "**Party**"

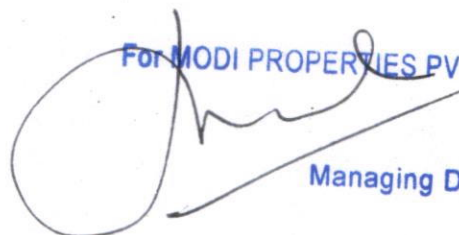




For **MODI PROPERTIES PVT. LTD.**
Managing Director

WHEREAS

- a) As part of its business activity, builder has undertaken to develop the land more specifically described in the **Item No. 5** of **SCHEDULE I** (hereinafter referred to as the "PROJECT");
- b) 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;
- c) The Borrower have entered into an Agreement of Sale of such date as specified in **Item No. 6** of **SCHEDULE I** with the Builder whereby the builder has agreed to sell unit / flat and the Borrower has agreed to buy the unit / flat, which is more specifically described in the **Item No. 7** of **SCHEDULE I** herein (hereinafter referred to as "the Unit");
- d) The Borrower has approached HDFC for a Loan, towards payment of the sale / purchase consideration of the residential flat/ unit in the Project;
- e) The Borrower has agreed to secure with HDFC the said unit 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 flat without the prior written consent of HDFC hereinafter;
- f) The borrower have represented that the final sale deed with respect to the Unit will be executed only at the time of possession, which fact is also confirmed by the builder, as such, the said Agreement is the best available, initial and only title document with respect to the Unit as on date of execution of this deed.
- g) 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.


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h) Based on several representations made by the Borrower, the HDFC granted a loan as more particularly detailed in **Item No. 8 of SCHEDULE I** ("said loan") to the Borrower, in terms of the Loan Agreement and other documents (hereinafter referred to as the "Loan Agreement") duly executed by the Borrower;

i) 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.

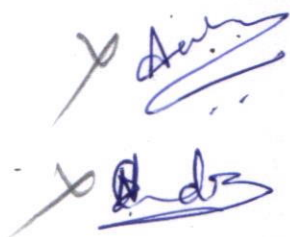
j) The Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder. The 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.

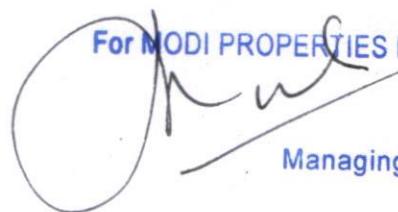
k) One of the conditions for HDFC sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduce and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower and the 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;

l) 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:

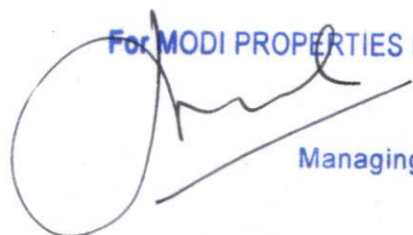
1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.
2. In consideration of the parties performing their part of obligations, HDFC has agreed to advance the said loan to the borrower in terms and in accordance with the Loan Agreement.




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3. The 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 Unit to be acquired in the Project in favour of HDFC, including but not limited to any additional security as may be demanded by HDFC.
4. The Borrower irrevocably and unconditionally instructs HDFC to disburse the said loan directly to the builder herein and such disbursements made to the builder shall be deemed to have been done directly to 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. 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. In case of any default and / or breach in the terms of the Loan Agreement by the borrower, HDFC shall intimate the builder for cancellation of Agreement and upon such request from HDFC, the builder agrees to refund the amounts received from HDFC as per the clause 14 of the tripartite agreement. Further the builder agrees to stand guarantee to the amounts received from the HDFC on behalf of the borrower till the deposit of the title deeds relating to the said unit validly creating an equitable mortgage in favor of HDFC.
8. The borrower shall forward all the Original Documents executed by and between the borrower and the builder evidencing the sale and purchase of the Unit to HDFC with immediate effect and also agree to forward any other deeds and / or documents that may be executed subsequently relating to the Unit to HDFC.





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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.
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 it will submit the sale deed on or before 15 working days from the date of such registration.
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 unit, or in the event of death of the Borrower or in the event of cancellation / termination of the unit / Agreement for any reason whatsoever or then the entire amount advanced by HDFC will be refunded by the Builder to HDFC to the Loan Account of the Borrower with HDFC as specified in **Item No. 9 of SCHEDULE I** within 30 (Thirty) days from the date of such cancellation / termination after deducting the cancellation charges, which charges shall not exceed the borrowers contribution. The Borrower hereby subrogates all his rights for refund with respect to the said residential apartment in favor of HDFC
15. Notwithstanding anything to the contrary contained in any letter, document or agreement, under any circumstances should there be any payment i.e., refund / discount / interest subsidy / reduction of price etc., by the builder to borrower, the same shall be paid to the Loan Account of the Borrower with HDFC as specified in **Item No. 9 of SCHEDULE I** and at no circumstances be paid to borrower directly.

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Any such refund given directly to the borrower and not to the Loan account of the Borrower shall be treated as breach of this agreement.

16. 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 HDFC to approach the builder for cancellation of Tripartite Agreement. Upon receipt of such intimation from HDFC, builder shall pay in the manner stipulated in clause 14 hereinabove directly to HDFC for which borrower have no objection.

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.

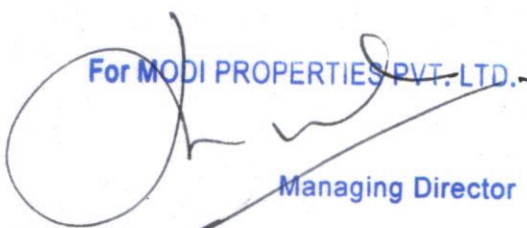
Further that the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrowers contribution towards the purchase consideration paid to the Builder. Borrower's contribution for the purposes of this clause shall mean and include the difference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

18. Further, the Builder, in the in the event of default of repayment by the borrower, shall on intimation by HDFC cancel the allotment of the unit in favour of the borrower and refund all monies to HDFC directly as specified in the clause 14 of this agreement 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.





For MODI PROPERTIES PVT. LTD.
Managing Director

SCHEDULE I
(Terms of Agreement)

S. No.	Particulars	Details
1.	Place	Secunderabad
2.	Date	
3.	Name and Address of Borrower(s)	Mrs. Nazia Khalid Golandaz, Wife of Mr. Khalid Golandaz and Mr. Khalid Golandaz, Son of Nasrulla Golandaz, residing at Flat no: G 516 Gulmohar Gardens, Phase-2, Shakti Sai Nagar, Mallapur - 500076
4.	Name and Address of Builder (s)	M/s. Modi Properties Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003
5.	Description of the Project	Mayflower Platinum, Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District
6.	Date of Agreement of Sale	17.10.2020
7.	Unit details	Flat no. 1002 on the Tenth floor in block no. 'C'
8.	Loan Amount	
9.	Payment in favour of	Modi Properties Pvt Ltd- Mayflower Platinum., Kotak Mahindra Bank LTD, Account No : 1814597441, Branch : Somajiguda, Hyderabad, IFSC Code : KKBK0000552

Signed and Delivered by the within-named
Borrower

Signed and Delivered by the within-named
Builder

By the hand of **MODI PROPERTIES PVT. LTD.**

Signed and delivered by the within-named
Housing Development Finance Corporation

Limited by the hand of

Mr./Ms. _____

Its _____