GmR B-302.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

AE 536842

S.No. 1619 Date: 15-03-2021
Sold to: M.MAHENDAR
S/o. MALLESH
For Whom:M/s.MODI REALTY MALLAPUR LLP

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012, R.No.16-05-029/2021
Plot No.227, Opp.Back Gate of City Civil Court
West Marredpally, Sec'bad. Mobile: 9849355156

TRIPARTITE AGREEMENT

This Agreement made on this the 03rd day of April 2021 between K A Jayraj Shekhar (Ser No. 27425), S/o. Mr. Kodali Amarnath, aged about 39 years resident of QTR no 56, Vinod Bhawan, at present serving as Wg. Cdr, hereinafter called the 'Borrower' (which expression shall unless excluded by or repugnant of the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the first part, M/s. Modi Realty Mallapur LLP (hereinafter called the Board which expression shall repugnant to the context includes its successors or assignee) of the second part, and the Air Force Group Insurance Society, (which expression unless repugnant to the context shall include its successors and assignees) of the third part.

WHEREAS the borrower desires to purchase a ready-built flat/ house from the Board / Pvt Builder / Co-operative society under its Self Finance Scheme (hereinafter referred to as the said scheme) which envisages allotment of ready built house / flat after a period of 12 months and payment of the cost of construction in installments as mentioned in the brochure of the scheme.

For MODI REALTY MALLAPUR LLP
Partner

(C P GUPTE)
Wg Cdr
JD (System & Cont.)

Signature of Borrower	Signature of Board/Builder/Society (with Rubber stamp)	Signature of AFGIS

EX-OFFICIO STAMP VENDOR
2 FEB 2021
S.R.O. MARREDPALLY, HYD.

AND WHEREAS the Borrower has under the provisions of the Rules framed by AFGIS to regulate the grant of loan to the members of AFGIS for building houses etc. (hereinafter referred to as the said rules including any modification thereof) applied to the AFGIS for a loan of Rs.69,70,000/- (Rupees Sixty Nine Lakhs Seventy Thousand Only) to purchase a house / flat under the above mentioned scheme and the AFGIS has sanctioned a loan of Rs. 69,70,000/- (Rupees Sixty Nine Lakhs Seventy Thousand Only) to the borrower vide the Air HQ letter No. __________ dated _____________ a copy of which is annexed to these presents for the purpose of aforesaid on the terms and conditions set forth therein.

In addition to the sum of Rs.4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only) already deposited by the borrower as initial amount of registration deposit with the board the under scheme for the purchase of under construction/yet to be taken over house/flat and the sum of Rs.69,70,000/- (Rupees Sixty Nine Lakhs Seventy Thousand Only) to be paid by the AFGIS directly to the Board on behalf of the borrower, it is hereby agreed to by and between the parties hereto as follows:

1. On receipt of an assurance from the Board that the house will be allotted to the applicant, the amount of house building loan permissible will be sanctioned to the borrower but the actual payment will be made to the Board as when demanded by them as per demand letter on behalf of applicant. The amount in excess of the amount of housing loan permissible and sanctioned to the borrower will be paid by the borrower to the Board or any authority / builder etc., as the case may be directly in the manner as required by the Vendor. In case there is any delay in the payment of the installment by AFGIS or the borrower or any other default for any reason in either case the borrower / applicant will be responsible.

2. The Board will maintain a separate account for the borrower and adjust the payment of advance received by it from AFGIS against the cost of construction of a particular category of house/flat applied for by him.

3. On Completion of the house /flat and subject to the fulfillment of all relevant terms and conditions given in the brochure, which is annexed to these presents it possession letter, will be handed over to the AFGIS forthwith along with the title thereto on lease / freehold right basis. Sale Deed / Registry after paying requisite charge, letter from the first charge holder stating that all the original documents which are in custody of them will automatically forward to Secretary, AFGIS without reconveying them back to the borrower once first charge loan is liquidated.

4. The borrower is to repay to the AFGIS the said total amount of Rs.______________/- in _______ (number of installments) equated monthly installment of Rs.____________/- from his pay commencing from the month of _________________ Two Thousand _____________. The Borrower hereby authorizes the AFGIS to make such deductions from his monthly pay.

For MODI REALTY MALLAPUR LLP

Partner

Signature of Borrower	Signature of Board/Builder/Society (with Rubber stamp)	Signature of AFGIS

(C P GUPTE)
Wg Cdr
JD (System & Cont.)

5. If the borrower wants to withdraw from the scheme or fails to pay the balance amount representing the difference between the loan sanctioned by the AFGIS and the actual cost of the house/flat or quits the service of the Government or dismissed, the amount of the House Building Advance will be refunded by the Board and other agencies forthwith to the AFGIS. The amount of initial deposit paid by the borrower to the Board and other agencies will be refunded to the borrower or his legal heirs, as the case may be, by the Board and other agencies after deducting such amount as may be payable by him as communicated in the brochure.

In the event the borrower quits the service of the Government or dismissed, the Board Builder may in its absolute discretion, allow the borrower of his legal heir, if they choose so, as the case may be, to deposit the amount refunded to the AFGIS as mentioned hereinabove on an undertaking by the borrower or his legal heir, as the case may be to pay such further sum or sums a s may have been payable by him under these agreement to the Vendor or through his legal heirs.

In the event the borrower quits the service of the Govt. or dismissed, as the case may be, the terms of this agreement as applicable to the Board and the borrower shall be deemed to continue and shall always be deemed to have been continued irrespective of the fact that in relation to the AFGIS this agreement has come to an end.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Anand S Mehta of the board has hereunto set his hand and Air Cmde/GP Capt ____________________ for an on behalf of the AFGIS has here unto set his hand.

Witnesses

1. Signature ____________________
   Name and address ______________
   ____

Builder /Co-op
____

2. Signature ____________________
   Name and address ______________
   ____
   ____

Signature of the Borrower

For MODI REALTY MALLAPUR LLP

(Signature of Board / Partner
Society with rubber stamp)

Signature of AFGIS.

(G P GUPTE)
Wg Cdr
JD (System & Cont.)