



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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BE 307567

S.No. 9892 Date : 30-12-2013  
Sold to : MAHENDER  
S/o. MALLESH  
For Whom: VISTA HOMES

CH. SHRAVANI  
LICENSED STAMP VENDOR  
LIC.No.15-31-029/2013,  
House On P.No.21, W.S. Colony,  
Abdullapurmet (V), Hayathnagar (M)  
R.R.Dist-501512. Ph:7842562342

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT EXECUTED ON THIS THE 24<sup>th</sup> DAY OF FEBRUARY 2014

BY

Mr. D. Bala Venkat, son of Mr. D.V. V. Satyanaryana aged about 29 years, residing at H.no: 5-13-84, Indira Nagar, Moulali Hyderabad - 500040 hereinafter called "The BORROWER/s"(which expression shall include their successors, heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2<sup>nd</sup> Floor, Soham Mansion, M. G, Road, Secunderabad -500 003., represented by its Partners (1) Shri Bhavesh V, Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500 003, and (2) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 43 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 003.

2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275 Venkateswara Colony, Meerpet, Moulalai, Hyderabad - 500 003., represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2<sup>nd</sup> Floor, Soham Mansion, M. G, Road, Secunderabad -500003., Hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

FOR VISTA HOMES

FOR VISTA HOMES

Partner

Partner

**IN FAVOUR OF**

**M/s. Housing Development Finance Corporation Limited**, a COMPANY registered under the Indian Companies Act, 1956, and having its office at No.3-6-310,Hyderguda Road, Basheerbagh, Hyderabad - 500 029, hereinafter referred to as "**the COMPANY**" (which term unless repugnant to the context whereof shall mean and include its successors in interest, successors, liquidators, receivers, administrators, assigns etc.) witnesseth:

WHEREAS the BORROWER have entered into an Agreement of Sale dated 22<sup>nd</sup> day of September 2013 with the BUILDER for the purchase of Flat No. 402, fourth floor, Block - B measuring 1220 Sq. Ft. Consisting of Plinth Area of 976 Sq. Ft. and Common Area of 244 Sq. Ft. as part of the overall apartment complex called VISTA HOMES situated at Survey Nos. 193, 194 & 195, Kapra village, Keesara Mandal, Ranga Reddy District.

WHEREAS the BORROWER in furtherance of the said Agreement of Sale have paid to the BUILDER a sum of Rs. 6,91,000/- (Rupees Six Lakhs Ninety One Thousand Only) as part payment towards the cost of the unit they are acquiring.

WHEREAS the BORROWER in order to raise a loan to pay the balance of Rs.20,00,000/- (Rupees Twenty Lakhs Only) agreed to be paid by him to the BUILDER has made a written application in this behalf, to the COMPANY for a loan amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) and the COMPANY has agreed to release the said loan on the security by way of an equitable mortgage by deposit of title deeds to the said undivided interest in land and the unit to be created by the BORROWER.

WHEREAS the execution, registration and taking delivery of the registered Sale Deed involves considerable time, the BORROWER have requested the COMPANY to forward and deliver, the original title Deed or the Sale Deed for the said undivided interest in land and the unit on receipt from the registering authority after being duly registered, directly to the COMPANY without parting the same to the BORROWER. This direction and authorisation by the BORROWER to deliver the documents to the COMPANY is irrevocable on the part of the BORROWER.

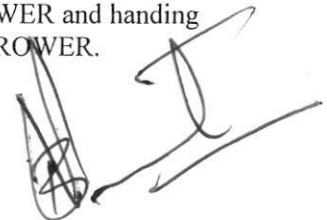
WHEREAS the COMPANY has agreed for the same, provided the CONFIRMING PARTIES also agrees to join as confirming the said TRIPARTITE AGREEMENT to which the BUILDER has agreed to do so to the extent needed.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. In consideration of the COMPANY releasing the loan of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to the BORROWER herein who have irrevocably instructed the COMPANY to pay the amount directly to the BUILDER before/upon creation of the equitable mortgage, agreed to be treated by the BORROWER in favour of the COMPANY in respect of the undivided interest in the said property, the BUILDER herein and hereby guarantee the amount received by the BUILDER from the COMPANY paid on behalf of the BORROWER till the deposit of the title deed relating to the said undivided interest in land and the said unit validly creating an equitable mortgage in favour of the COMPANY.
2. THE BUILDER and/or CONFIRMING PARTIES shall be entitled to deliver the title deed on being executed directly to the COMPANY without further reference to the BORROWER and on so depositing the title deed with the COMPANY, the TRIPARTITE AGREEMENT herein given by the BUILDER shall stand revoked forthwith.
3. The direction and authority given by the BORROWER to the BUILDER and the CONFIRMING PARTIES on the title deed being executed, registered in favour of the BORROWER and handing over the said title deed to the COMPANY is irrevocable on the part of the BORROWER.

  
**FOR VISTA HOMES**  
Partner

  
**FOR VISTA HOMES**  
Partner



4. In the event of the said title deed not being deposited with the COMPANY immediately on receipt thereof from the Registrar of Assurance concerned, the BUILDER hereby agrees to refund the entire sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) advanced by the COMPANY on behalf of the BORROWER and received by the BUILDER.
5. The BUILDER and the CONFIRMING PARTIES further agrees not to execute any other deed of sale in respect of the said unit and the undivided interest in land in favour of any other person.

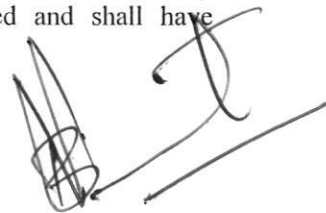
**6. Particular Affirmative Covenants**

The BUILDER, the CONFIRMING PARTIES and the BORROWER hereby agree that the basis and purpose of executing this TRIPARTITE AGREEMENT is to ensure that the original title deed or the Sale Deed for the said undivided interest in land is being deposited with HDFC immediately upon registration. Being so, the parties hereby assures of such deposit of title immediately upon registration and shall ensure that the documents are not referred under Sec-47A of the Indian Stamp Act, which might cause undue delay in depositing the documents. Any delay in submission owing to such issues relating to valuation, deficit stamp duty payment under Sec.47 A of the Indian Stamp Act etc., shall be sorted out by DEVELOPER, the CONFIRMING PARTIES and the BORROWER, well ahead of the agreed time of submission of the Sale Deed and HDFC shall not extend time under any circumstances.

- a. The BUILDER, the CONFIRMING PARTIES and the BORROWER shall strictly adhere to the schedule for registration of the Sale Deed and shall submit the Sale Deed to HDFC on or before \_\_\_\_\_ date. HDFC may not release any further disbursements in the event of any delay in submission of the Sale Deed for undivided share duly registered. It is further agreed by the parties herein that under no circumstances shall HDFC commence EMI either by way of reduction of the loan or otherwise till such time the sale deed is registered and submitted.
- b. In the event, after the loan has been disbursed by HDFC, the BORROWER were to receive any refund from DEVELOPER or the CONFIRMING PARTIES, the entire refund amount shall be made to HDFC on account of the Borrower. The BUILDER shall not under any circumstances whatsoever refund/ adjust any money in view of any discount on the purchase price or reward to the purchaser either directly or indirectly. Any such refund shall be made directly to HDFC and the same shall stand adjusted as a pre payment to the loan account of the BORROWER. The same condition shall also apply in case of any change in the cost of the property, owing to any statutory levies being withdrawn subsequent to the execution of the Agreement between the BUILDER , the CONFIRMING PARTIES and the BORROWER.
- c. Cancellation of the apartment by the BORROWER shall stand governed by the Agreement between the BUILDER and the BORROWER. However the BUILDER shall not under any circumstances return the amount payable to the BORROWER upon such cancellation and shall make the payment directly to HDFC for the same to be adjusted to the loan account of the BORROWER. Any dispute between the BUILDER and the BORROWER shall not in anyway absolve the BORROWER of his liability to repay the loan and the BORROWER shall stand by the loan agreement executed with HDFC.
- d. The parties herein agree and confirm that the security interest for the term loan facility extended to the BORROWER shall be deemed to have been created and shall have commenced from the date of first disbursement to the BORROWER.

For VISTA HOMES  
  
Partner

For VISTA HOMES  
  
Partner



7. The BUILDER and the CONFIRMING PARTIES herein and hereby promises to do all such acts, deeds and things, as are needed to duly secure the said granted by the COMPANY to the BORROWER herein without prejudice to their own rights protected in and under the said Agreement of Sale and Builders Agreement into between the BUILDER and the BORROWER.
8. It is understood that the term "loan" mentioned herein shall include interest, penal, interest and all other sums payable by the BORROWER to the COMPANY.

**IN WITNESS WHEREOF, the parties herein subscribe their respective hands to this TRIPARTITE AGREEMENT on the day, month, and year first above written.**

**Schedule of the property**

Flat No B-402 in fourth floor admeasuring 1220 sft along with an undivided share of land of 74.12 Sq yards in the building called "VISTA HOMES" situated at Survey Nos. 193, 194 & 195, Kapra village, Keesara Mandal, Ranga Reddy District.

bounded by

East : 6'wide corridor & Open to sky  
West : Open to sky  
North : Open to sky  
South : Open to sky

Signed and Delivered by the within-named Borrower/Purchaser

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

**For VISTA HOMES**

**Partner**

**For VISTA HOMES**

**Partner**

Signed and Delivered by the within-named HDFC.  
By the hand of