



తెలంగాణ తెలంగాణ TELANGANA

S.No. 6425 Date: 17-07-2020

Sold to: MAHENDAR

S/o. MALLESH

For: MODI REALTY MALLAPUR LLP

AA 439598

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

TRIPARTITE AGREEMENT BETWEEN BUILDER, BORROWER AND THE BANK

This agreement is made at ----- on ----- this day of ----- between Mrs.P.Jyothirmayee, W/o M.Bharath aged about 34 years, residing at H.No.24-143/21/2/8, Plot.No.8, Vishnupuri colony, Anandbagh, Malkajgiri, Hyderabad-500047 (known as "**Borrower**") which expression shall unless excluded by or repugnant to the subject or context be deemed to include his / her heirs, executors, administrators and legal representatives) of the **First Part**.

M/S Modi realty Mallapur LLP (formely known as M/s Modi Estates), a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M.G.Road, Secunderabad-500003, Rep.by its partner Shri.Anand S Mehta, s/o Shri Suresh U Mehta, hereinafter referred to as the Developer (known as "**Builder**" / "**Corporation**" / "**Federation**") of the **Second Part**.

AND

The Indian Overseas Bank, a body incorporated by and under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and Indian Overseas Bank having its Central office at Chennai and of its Branch situated at Mallapur, Hyderabad (hereinafter called the "**Bank**" which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignee) of the **Third Part**.

For MODI REALTY MALLAPUR LLP

Partner

WHEREAS (1)M/S Modi Realty Mallapur LLP Developer, a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion ,II Floor, M.G. Road Secunderabad-500003, Telangana, Rep by its Partner Sri Anand S Mehta, S/o Suresh U Mehta being owners of Flat.No.A-108 (hereinafter called the Seller) have entered into an Agreement with the Builder for developing the Schedule C property and for construction of house apartments / flats as the case may be.

WHEREAS the Builder after getting the lay out plan approved by Authority has developed / resolved to develop / construct the Schedule A property into a Gulmohar Residency (hereinafter referred to as the Project) consisting of residential and as well as non-residential buildings and further authorized M/S Modi Realty Mallapur LLP rep by its Partner Sri Anand S.Mehta S/o Sri Suresh U Mehta(Developers) to do all acts and deeds in this regard, including execution of Sale Deed, Construction Agreement and all other requisite documents.

As the Developers M/S Modi Realty Mallapur LLP(formally known as M/S Modi Estates), have availed loan from Tata Capital Financial Services(TCFSL) Ltd., by mortgaging the schedule property, including the Residential Flats constructed thereon, they are required to obtain NO OBJECTION LETTER from Tata Capital Financial Services in respect of Flat.No.F-305 and the same to be produced to Indian overseas Bank.

The Developers have to submit to the Bank a notarized affidavit stating that they have not mortgaged the schedule property including Flat.no.F-305, to anybody except to Tata Capital Financial Services Limited and also to mention therein the details of the Flats mortgaged to GHMC.

WHEREAS the Builder will as part of the project be constructing in the Schedule A property a multistoried residential building known as Gulmohar Residency consisting of residential units, open / covered car park, common areas, common lobbies etc (hereinafter referred to as 'the Residential Building') and has submitted requisite application before the Greater Hyderabad Municipal Corporation / ~~Municipal Council / Gram Panchayat~~ for the said purpose and the same has been sanctioned and approved vide permit No1/C1/09930/2019 dated 27.06.2019.

WHEREAS the Borrower desirous to purchase one such residential unit to be constructed alongwith undivided share in the Schedule A property, more fully described hereunder as Schedule B with all amenities and common facilities attached thereto (hereinafter referred to as the Schedule B property), and has approached the Builder for purchase of the Schedule B property.

WHEREAS the Borrower has entered into an Agreement for Sale / Development Agreement and Agreement for Common / Additional Areas and Amenities (hereinafter referred to as 'the said Agreement') with the Builder on 07.03.2020 respectively, for purchase and / or construction of Schedule B property with the specifications mentioned in the said Agreements and the Builder has agreed to construct, hand over and transfer all rights, title and interest in respect of Schedule B property alongwith the amenities to the Borrower for the latter's peaceful vacant possession and enjoyment, on the terms and conditions mentioned in the said Agreements, for the sale consideration subject to the terms and conditions mentioned in the said Agreements. The time mutually agreed to the Borrower and Builder for completing the transaction / construction as per the said Agreements is _____.

WHEREAS the Borrower has approached the Bank for financial assistance (hereinafter referred to as the 'Loan') for purchase of the Schedule B property and the Bank has agreed to sanction the Borrower the Loan upon terms and conditions stipulated by the bank for the housing loan scheme time to time and those set out in the Bank's Sanction Letter.No.HRMD/SHL/76/2020-21, Dated 18.06.2020 and those contained in the Loan Agreements executed / to be executed by the Borrower in favour of the Bank as also on the conditions set out hereunder.

FOR MODI REALTY MALLAPUR LLP

Anand Mehta

Partner

WHEREAS one such condition contained in the Bank's sanction letter is that the Borrower shall create security by way of mortgage / charge of Schedule B property in favour of the Bank and the Builder shall give free consent and render all requisite assistance to the Borrower to create mortgage / charge on Schedule B property in favour of the Bank.

WHEREAS the title to the Schedule B property shall be conveyed by the Builder unto the Borrower after _____, viz., the time mutually agreed by the Borrower and Builder as per the said Agreements.

WHEREAS the Borrower is not in a position to create mortgage by deposit of title deeds / charge in respect of the Schedule B property for the time being, since the absolute Sale Deed will be executed by the Builder in favour of the Borrower only upon completion of construction of Schedule B property and upon payment of full Scale Consideration of the Schedule B property by the Borrower.

WHEREAS the Borrower and the Builder have jointly requested the Bank to disburse the loan to the Borrower on the basis of the said Agreements as also on the covenant representations of the Builder / Borrower herein, in the absence of the sale deed by the Builder in favour of the Borrower and the Builder has agreed / undertook to execute requisite documents conveying title in favour of the Borrower.

AS WHEREAS the Bank has agreed to sanction the loan to the Borrower based on the representations / declarations / undertakings of the Borrower and the Builder herein and further subject to the terms contained in this Agreement.

NOW IN CONSIDERATION of a sum of Rs. 11,25,000/- (Rupees Eleven Lakhs Twenty Five Thousand only) already deposited by the Borrower with the Builder M/S Modi Realty Mallapur LLP & M/S Jade Estates as initial payment for purchase of the Schedule B property and a further sum of Rs. 49,07,000/- (Rupees Forty nine Lakhs Seven Thousand only) to be paid by the Bank directly to the Builder from the Loan account of the Borrower as per the demand for payment by the Builder/Installments as agreed to between the Borrower and the Builder, it is hereby agreed, declared and undertaken as follows:

01. The Builder has the absolute and complete right, title and saleable interest over the Schedule 'A' and Schedule 'B' property. The Builder declares that the entire property is not subject to any mortgage or charge in favour of any other Bank or financial institution or any other creditor and is free from all sorts of encumbrances. The Builder has not entered into any other Agreement with any, in respect of the Schedule B property, other than the Borrower.
02. The Builder has obtained all the requisite permissions, approvals / sanctions including the approval from Environmental and Heritage Ministry, if required, and from all other competent authorities concerned for the construction of Schedule B property. The Builder undertakes to construct the same in accordance with the approved plans.
03. The Borrower undertakes that he has examined and is satisfied with the title of the Builder over the said property and all the requisite approvals from the concerned and competent authorities.
04. The Builder has no objection to the Bank giving a loan to the Borrower for the purpose of financing the said property. Further, the Builder has no objection for mortgage of the schedule B property by the borrower to the Bank for creation of a charge over the Schedule B property in favour of the Bank and has noted the mortgage/charge of the Bank over the Schedule B property.

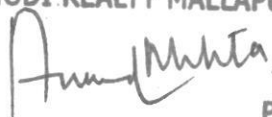
For MODI REALTY MALLAPUR LLP



Partner

05. This agreement shall be in addition to the said agreement entered between the Builder and the Borrower and in case of any conflict / contradiction / divergence between the said agreement entered by the aforementioned parties and the agreement entered between the Borrower and the Bank; the agreement between the Bank and the Borrower will supersede and is binding and enforceable.
06. The Borrower hereby irrecoverably, voluntarily and unconditionally authorize the Bank to disburse the loan, directly to the Builder with intimation to the Borrower and on production of Quote, Demand note, Estimate Certificate Bill by the Builder, provided there is no dispute regarding the Quote, Demand Note, Estimate, Certificate Bill while making payment as above. Any dispute / protests shall be resolved by the Borrower and Builder without reference to the Bank. In case the payment to the Builder is delayed due to such dispute protest, the Bank shall not be liable under any circumstances for the damage / loss caused / likely to be caused to the Builder or to the Borrower.
07. The Borrower hereby declares that the payment made by the Bank in the above mentioned manner shall be as effective and binding upon him as if the payment is made through the Borrower. The Borrower shall not question such disbursement at any time. Further, the payment as mentioned above shall be the valid discharge by the Bank.
08. Notwithstanding anything to the contrary contained herein, the Bank may at its own discretion refuse to disburse the loan until :-
(a) The Borrower pays his own contribution in full to the Builder i.e. cost of Schedule B property (including escalation, if any) less the loan and/or
(b) Progress and need of construction evidenced by the Certificate of Architect justifies the Bank being the sole judge thereof) the disbursement requested.
09. Notwithstanding the disbursement of the loan to the Builder, the Borrower shall continue to be liable to pay the installments / dues in respect of the Loan with the applicable rate of interest levied by the Bank along with other cost and expenses and subject to the terms and conditions set out in Bank's Branch Sanction Letter.No.HRMD/SHL/76/2020-21,Dated 18.06.2020 and the loan documents executed by the Borrower in favor of the Bank whether or not the possession of the Schedule B property was received by the Borrower. Further, in case of any escalation of rate of interest by RBI issued under any notification or circular or by any law, the burden of escalation of rate of interest will only be to the account of the Borrower.
10. The increase / escalation of cost of construction shall not affect the liability of the Bank in making the disbursement as above, any increase / escalation shall be borne / met by the Borrower and the Bank's liability to make the payment to the Builder shall not exceed Rs. 50,00,000/-(Rupees Fifty Lakhs only) at any time.
11. Disbursement of the amount under the Loan to the Builder shall be purely the discretion of the Bank and the Builder / Borrower shall not, as of right, demand any amount or part of the amount under the loan.
12. The Builder shall not exercise any right of the re-entry in respect of the Schedule B property to the Borrower, whether or not such right has been reserved to itself by the Builder expressly under any agreement with the Borrower, without making payments of all amount due (including the Loan amount with interest up-to-date at the applicable rate and other costs and expenses) to the Bank in the first instance and only thereafter the Builder shall be entitled to deal with the Schedule B property or realize the proceeds of the sale thereof.

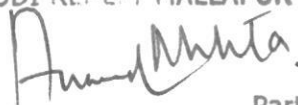
For MODI REALTY MALLAPUR LLP



Partner

13. The Bank shall not be liable to pay the existing and future rates, taxes, cesses, assessment and all other impositions whatsoever now or hereafter charged or levied or imposed in respect of the Schedule A or Schedule B properties including water taxes and all other impositions whatsoever.
14. The Borrower undertakes that he shall not without the prior written consent from the Bank, exchange of Schedule B property for any other unit. The Builder undertakes to the Bank that he shall bring to the knowledge of the Bank, the request, if any, of the Borrower to exchange the Schedule B property for any other unit and further binds himself that he will not accept any such request of the Borrower without the prior written approval of the Bank.
15. The Builder shall maintain a separate account for the Borrower and adjust the payment received by it from the Bank / Borrower against the cost of the Schedule B property.
16. Notwithstanding anything contained in the said agreements, the Bank shall always have the first charge over the Schedule B property, until and unless the entire dues outstanding in respect of the Loan to the Borrower is fully realized / recovered with updated interest at the applicable rates and other charges. The Builder cedes first charge in respect of Schedule B property in favour of the Bank.
17. The Borrower / Builder agree and undertake that on completion of construction of the Schedule B property, its possession shall be handed over to the Borrower subject to the confirmation from the Bank alongwith the Conveyance of Title / Sale Deed / Possession Letter (original whereof the Builder shall hand over on behalf of the Borrower to the Bank), once the Borrower complies with the payment terms and conditions as contained in the said Agreements. The Builder further agrees and undertakes that without obtaining prior written approval from the Bank, the Builder shall not part with the possession of Schedule B property to the Borrower and retain possession thereof for and on behalf of and in trust for the Bank.
18. The Builder shall execute a Sale Deed with respect to Schedule B property in favour of the Borrower and shall give prior notice in writing to the Bank regarding the registration of the same. The Builder agrees and undertakes that he shall not, due to any reason whatsoever, delay the execution of Sale deed as aforesaid in favour of the Borrower.
19. The Builder undertakes that in and towards the mortgage and further deposit of title deeds in favour of the Bank, the Builder shall hand over the original title deed / possession letter in respect of the Schedule B property to the Bank without parting the same to the Borrower during the pendency of the Loan. The Borrower / Builder irrecoverably authorizes the Bank to collect from the concerned registrar of assurance the Conveyance Deed / Sale Deed which will be executed in favour of the Borrower by the Builder.
20. In case of any delay on the part of the Builder or if the Builder fails or refuses to execute Sale Deed in favour of the Borrower and hand over possession of Schedule B property even after receipt of entire amount as mentioned in the said Agreements, or even after expiry of _____ from _____ the date of Approval of Plan with a grace period of 6 months or if the said Agreements are cancelled for any reason or if the Borrower dies, the Bank will have full discretion, however without being bound to exercise such discretion, to step into the shoes of the Borrower and the Bank shall have all the rights to take all the requisite steps for getting the Sale Deed executed in its favour and / or take possession of the Schedule B property. In such case the Builder shall be liable to pay the expense, costs etc, incurred by the Bank in connection with the same and the Bank shall be entitled to recover the same from the Builder in addition to the damages for non-completion of construction of Schedule B

For MODI REALTY MALLAPUR LLP



Partner

property. In case Bank decides not to take the Schedule B property, it shall have the right to obtain refund of all the amounts received by the Builder in respect thereof, whether from the Borrower or from the Bank, with _____, calculated at monthly rests. To the extent of the said amount, interest and costs / expenses, the Bank shall have first charge on the interest and costs / expenses are recovered. The Bank shall refund the balance, if any, to the Borrower or to the person entitled thereto after adjusting the entire outstanding dues, including interest, costs and other amounts recoverable by the Bank from the Borrower in respect of the Loan.

21. The Builder and Borrower undertake that during the currency / subsistence of the Loan, the Builder / Borrower shall not alienate / transfer / lease / mortgage / encumber, in any manner Schedule B property without the prior written consent of the Bank. In the event of alienation / transfer / lease / mortgage / encumbrance of the Schedule B property without obtaining written permission as above, the Builder / Borrower shall be liable to pay liquidated damages to the Bank besides payment entire amounts due from the borrower to the bank. The Builder and the Borrower further jointly and severally agree and undertake to keep the Bank, its Managers, Agents, Officers and Servants and their respective estates and effects safe and saved harmless and indemnified against all actions, losses, costs, charges, expenses and demands whatsoever, in case of any such event from time to time and at all times hereafter.
22. The Developer has to prominently display "MAY FLOWER PLATINUM" Project Tie _up with Indian Overseas Bank" in all your promotional activities, on sign boards and in all your brochures and advertisements in newspapers.
23. In the event the Borrower fails to adhere to any of the Sanction Terms and Conditions contained in Bank's Sanction Letter.No.HRMD/SHL/76/2020-21,Dated 18.06.2020 or any of the security documents, the Bank shall, at its sole discretion, at liberty to recall the Loan and to enforce the security by all means available to it, without reference to and without taking into account the protest (if any) of the Builder.
24. In consideration of the Bank agreeing to sanction the loan in the account of the Borrower, inter-alia, against mortgage / charge of the right, title and interest of the Borrower / Builder in the Schedule B property and the Borrower / Builder at the same time agreeing and undertaking to execute the Borrower's / Builder's own costs whenever called upon a proper conveyance in favour of the Borrower and Mortgage of the right, title and interest in the said properties of the Borrower / Builder to secure the Loan with updated interest at the applicable rate and at the same time also agreeing to execute an irrecoverable power of attorney in favour of the Bank for executing the said conveyance in favour of the Borrower and mortgage / charge in favour of the Bank. The Borrower / Builder do hereby nominate, constitute and appoint the Bank to be their true and lawful attorney for and in the name and on behalf of the Borrower / Builder to do and perform the acts and deeds such as signing, sealing, execution, delivery, completion, perfection and recording any entry relating to creation of mortgage or / an indenture of mortgage to be made between the Borrower / Builder of the one part and the Bank of the other part in the respect of Schedule B property in such form and containing such covenants and conditions as the Bank may deem fit, including the power to sell and the power to appoint Receiver of the said property and all other powers, provisions and conditions as are usual in a mortgage for securing repayment of the said Loan to the Bank with updated interest at the applicable rate of interest or of the money as and when due and owing to the Bank in respect of the said loan and lodge such deeds, documents and writings for registration with the Registrar of Assurances and admit execution thereof and deposit tile deeds with the Bank and to apply for registration of the said property under the provisions of any applicable Act(s) relating to ownership for the time being in force in the state.

FOR MODIFIED BY HALLAPORCE

Partner

25. The Borrower / Builder further empower the Bank to incur and reimburse out of Loan all costs, charges and expenses that may have to be spent to give effect to the provisions contained therein. The Bank being a body corporate, any persons authorized by the Bank may exercise all or any of the powers, authorities and discretion conferred hereby upon the Bank and may delegate all or any of the such powers, authorities and discretions to such of the officer/s or other person/s on such terms and conditions as the Bank or its authorized officer/s or any constituted attorney or other such persons appointed by it with such power to delegate may deem fit and accordingly all deeds and documents executed and acts performed by any such person/s shall be binding on the Borrower/Builder.
26. The Borrower/Builder further empower the Bank to execute, do and perform all such deeds, instruments, acts, matters and things in relation to the said property as the Bank shall think necessary or expedient as fully and effectually in all respects as the Borrower / Builder would have done if personally present and the Borrower / Builder do hereby agree to ratify and confirm and covenant for himself / herself / itself and his / her / its heirs, executors, administrators and assigns to ratify and confirm all and whatsoever the Bank lawfully do or cause to be done in or about the promises by virtue of these presents. And the Borrower / Builder both declare that the authority shall be irrevocable until the said Loan with interest thereon and other charges in full, shall be repaid to the Bank.
27. Soon after getting the Sale Deed registered in favour of the Borrower / the Bank and delivered to thereof to the Bank and the delivery of possession of Schedule B property to the Borrower / the Bank, the liability of the Builder shall be discharged and this Agreement shall become void and unenforceable as against the Builder.
28. The covenants contained therein shall not be construed to mean and fasten any liability upon the Bank to observe the payment schedule, if any, between the Builder and the Borrower or make payments to the Builder. Bank shall not be liable for any delay or omission in disbursement on account of breach / default attributable to the Borrower / Builder. The Borrower shall be responsible for fulfill his obligations also and follow up with the Bank to make disbursement on his behalf as per his arrangement with the Builder.

SCHEDULE – I

Article	Particulars	
1.1	Description of the Project	Gulmohar Residency , forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District
1.2	a) Sale Agreement Date	07.03.2020
	b) Unit/ Flat Number with Floor details	F-305 on the Third floor in “F-Block”
1.3	Loan amount requested	Rs.50,00,000/-
1.4	Loan Sanctioned	Rs.50,00,000/-

For MODI REALTY MALLAPUR LLP



Partner

SCHEDULE 'A' PROPERTY

(Please mention the full particulars as appearing in the Sale Deed in favour of the OWNER / Development Agreement in favour of the Builder)

Details of Scheduled A Land

All that portion of the land area to the extent of Ac.4-00 gts., in Sy.No.19,situated at Mallapur Village,Uppal Mandal,Medchal Malkajgiri District,(formerly known as Ranga Reddy District)and bounded by: bounded by:

North	Sy.No.19(Part)
South	100''Road
East	Sy.Nos.81 & 24
West	Sy.Nos.20 & 12/1

Details of Scheduled B Land

All that portion of the land area to the extent of Ac.4-00 gts., in Sy.No.19,situated at Mallapur Village,Uppal Mandal,Medchal Malkajgiri District,(formerly known as Ranga Reddy District)and bounded by: bounded by:

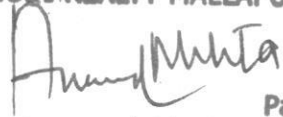
North	Sy.No.22
South	Sy.No.19(Part)
East	Sy.Nos.81 & 24
West	Sy.Nos.20

Details of Scheduled C Land

All that portion of the land area to the extent of Ac.8-00 gts., in Sy.No.19,situated at Mallapur Village,Uppal Mandal,Medchal Malkajgiri District,(formerly known as Ranga Reddy District)and bounded by: bounded by:

North	Sy.No.22
South	100''Road
East	Sy.Nos.81 & 24
West	Sy.Nos.20

For MODI REALTY MALLAPUR LLP



Partner

SCHEDULE 'B' PROPERTY

(Please mention the full particulars as appearing in the Sale Agreement / Construction Agreement in favour of the Borrower. This property shall be undivided share in the land and / or flat residential unit / villa)

All that portion forming a Luxury flat bearing no. F-305 on the third floor in block 'F' admeasuring 1360 sft. of super built-up area (i.e., 1089 sft. of built-up area & 271 sft. of common area) together with proportionate undivided share of land to the extent of 69.13 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft. in the residential complex named as Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District and bounded as under:

North by: Open to sky
South by: Open to sky
East by: 6'-6" wide corridor
West by : Open to sky

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED by the
BORROWER

SIGNED AND DELIVERED for and
on behalf of the OWNER / BUILDER
by the hand of Shri
its authorized signatory.

For MODI REALTY MALLAPUR LLP



Partner

SIGNED AND DELIVERED for and on
behalf of the INDIAN OVERSEAS BANK, by the hand of
Shri / Smt-----
its authorized signatory.