



తెలంగాణ తేలంగానా TELANGANA

[Signature]

N 187328

S.No. 9762

Date: 11-05-2018

Sold to: MAHENDAR

S/o. MALLESH

For Whom: B&C ESTATES

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

This Tripartite Agreement (hereinafter referred to as "Agreement") is made on this the 14th day of June, Two Thousand Eighteen.

By And Between

1. Mr. Adityanand Chakilam, son of Mr. CH. Ratnakar aged about 39 years and
2. Mrs. Chakilam Keerthi, wife of Mr. Adityanand Chakilam aged about 27 years both residing at H.No: 3-5-68/1, Street no 2, Krishna Nagar, AP Housing board colony, Moula Ali, Hyderabad-500040, (hereinafter collectively called "**the Borrowers**", which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, administrators and legal representatives) of the first part;

And

M/s. B & C ESTATES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its partners Mr. K. V. Subba Reddy S/o. Shri. K. Chandra Sekhar Reddy aged about 43 years, Occupation: Business, resident of Flat No. 502, Vasavi Homes, Street No.1, Uma Nagar, Kundanbagh, Hyderabad and M/s. Modi Properties Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad, represented by Modi Housing Pvt. Ltd., represented by Mr. Gaurang Mody, son of Mr. Jayanthilal Mody aged about 49 years, Occupation: Business, residing at Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad, (hereinafter called "**the Builder**") of the second part;

1. Ch. Adityanand

2. Ch. Keerthi

[Signature]
Authorised Signatory

FOR B & C ESTATES

[Signature]
Partner



తెలంగాణ తెలంగాణ TELANGANA

N 187329

S.No. 9763

Date: 11-05-2018

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-025/2018

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of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

Sold to: MAHENDAR

S/o. MALLESH

For Whom: B&C ESTATES

And

PNB Housing Finance Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi – 110 001, represented by one of its branches situated at Banjara Hills (hereinafter termed as “PNBHFL” which expression shall, unless repugnant to the context, include its assigns, administrators and successors) of the Third Part.

The Borrowers, Builder and PNBHFL shall be referred to individually as “Party” and collectively as “Parties”

Any references to the singular and plural number shall be deemed to include the plural or singular number respectively and words using the masculine gender only shall include the feminine gender and vice versa, as the case may be.

WHEREAS:

A. As part of its business activity, the Builder has developed/in process of development of a project Mayflower Grande, forming part of Sy. No. 2/1/1, 183, 184, 190 & 191 situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (hereinafter referred to as the “PROJECT”).

1 Ch. Adityanand

2 Ch. Keerthi

For M/s. B & C ESTATES For B & C ESTATES

Authorized Signatory

Partner

[Type text]

भारतीय गैर न्यायिक

बीस रुपये

Rs. 20

रु. 20

TWENTY
RUPEES

INDIA NON JUDICIAL

तेलंगाना TELANGANA

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

S.No. 12169 Date:14-06-2018

Sold to: Mahender

S/o. Mallik

For Whom: B & C Estates

- B. The Borrowers have represented that the Builder is of their choice and that they have satisfied themselves 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 Borrowers desire to purchase a property measuring 1200 sq. ft.. in the Project costing Rs. Rs. 42,80,000/- (Rupees Forty Two Lakhs Eighty Thousand only) from the Builder which envisages allotment to applicants/Borrowers of such property (hereinafter referred to as the "Property", more specifically mentioned in the Schedule) and payment by the applicants/Borrowers of the cost of construction and purchase of land and common facilities therefore to the Builder in instalments.
- D. The Borrowers are short of finance for purchasing the Property hence in order to make up their finance for the purchase approached PNBHFL for grant of Housing Loan. The Borrowers under the provisions of the housing loan scheme framed by the PNBHFL have applied to PNBHFL for a loan for the purchase of the Property and PNBHFL has agreed to grant a loan of Rs. 38,00,000/- (Rupees Thirty Eight Lakhs Only) to the Borrowers (hereinafter referred to as the "Loan") subject to the terms and conditions applicable to the Loan for Purchase of Property. The Borrowers have represented that they have not availed any loan from anywhere.

1. Ch. Adityan For M/s. B & C ESTATES

2. Ch. Keerthi

Authorized Signatory

For B & C ESTATES

Partner

- E. PNBHFL has considered the said request with a clear understanding and an irrevocable undertaking by the Borrowers that subsequent to the disbursements as requested by the Borrowers, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrowers and the Builder/Developer;
- F. The Borrowers have 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 Borrowers and Builder;

NOW THEREFORE, IN CONSIDERTAION OF MUTUAL COVENANTS HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. That on application for grant of Loan of the Borrowers and on receipt of intimation from the Builder that the Property has been allotted to the Borrowers, PNBHFL has sanctioned the Loan for purchase of Property of Rs. 38,00,000/- (Rupees Thirty Eight Lakhs Only) to the Borrowers according to its rules, but the actual payment in instalments will be made by PNBHFL directly to the Builder as per the norms of PNBHFL. Any amount towards purchase price in excess of the "Loan for purchase of Property" sanctioned by PNBHFL will be paid by the Borrowers directly to the Builder as per sale agreement between the Builder and the Borrowers and original money receipts will be submitted to PNBHFL.
2. The Builder shall maintain a separate account for the Borrowers and adjust the amounts disbursed by PNBHFL against the cost of particular category of Property/Unit applied for by the Borrowers.
3. That the Builder shall not hand over the actual and physical possession of the said Property/Unit to the Borrowers without prior written intimation to PNBHFL and before execution and registration of the sale deed/lease deed. The original sale deed/lease deed shall be submitted to PNBHFL directly by the Builder to be kept by PNBHFL towards security for the said Loan.
4. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the Property to the Borrowers by the Builder, the Borrowers shall be liable to pay to PNBHFL regularly each month, the Pre-EMIs/EMIs as laid down in the Loan Agreement signed by and between PNBHFL and the Borrowers. The Borrowers shall execute an indemnity and such other documents as may be required by PNBHFL in favour of PNBHFL in this regard.
5. If the Borrowers desire to withdraw and/or in case of death of Borrowers and/or if Borrowers fail to pay the balance amount representing the difference between the Loan sanctioned by PNBHFL and the actual purchase price of the Property, the entire amount advanced by the PNBHFL will be refunded by the Builder to PNBHFL forthwith.
6. That in the event of the death of the Borrowers, the Builder may permit their legal heirs to have continued interest in the Property if they immediately deposit with the Builder the amount refunded to PNBHFL as provided herein and undertake to pay the Builder all such further sum or sums as would have been payable by the Borrowers to the Builder.
7. Further, the Builder, in the event of default of repayment of Loan by the Borrowers, shall on written intimation/instructions of PNBHFL cancel the allotment of the Property of the Borrowers and refund, the entire amount advanced/funded by PNBHFL directly to PNBHFL and the Builder shall have right to recover/forfeit the earnest money from the Borrower.

1. Ch. Adityanand

2. Ch. Keerthi

For M/s. B & C ESTATES

For B & C ESTATES

Authorized Signatory

Partner

8. Notwithstanding anything contained herein this agreement, cancellation of allotment by the Builder and/or surrender/withdrawal by the Borrowers from the scheme for any reasons whatsoever, the Borrowers shall continue to make payments of EMI's and/or Pre-EMI's as agreed in the loan agreement entered into with PNBHFL till the amount referred above is refunded by the Builder failing which PNBHFL shall have full rights to initiate legal action against the Borrower and/or the Builder.
9. That PNBHFL shall have full rights to recover the difference amount between outstanding amount (including interest and other charges) standing in the Loan account of the Borrowers and the amount refunded by the Builder.
10. The Builder assures that at present the said Property as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. Also the original Lease Deed/Sale Deed executed, is in the possession of the Builder. In case Builder raises project funding from any financial institution in future, the Builder shall give prior written intimation to PNBHFL in this regard and forthwith provide NOC with respect to all the Properties funded by PNBHFL in the Project including the abovementioned Property from that Financial institution in favour of PNBHFL acknowledging the first charge/lien/mortgage of PNBHFL. Further the Builder shall not permit any other person to occupy the said unit/ Property without prior written permission of PNBHFL.
11. The Builder also confirms that it has taken necessary permissions /approvals/ sanctions for construction of the said Property/building from all the concerned competent authorities and the construction of the building as well as the Property/unit is in accordance with the approved plans and the Property is meant for residential/commercial purposes as per the sanction. Further, PNBHFL shall have the right to seek the progress report of the work of construction of the said Property/Unit and the Builder shall provide the same whenever demanded by PNBHFL.
12. The Builder has given its consent that PNBHFL shall have a lien on the Property. That the Borrowers have to furnish the Property as security for loan to PNBHFL and create mortgage in favour of the PNBHFL as and when the sale deed/lease deed of the Property is executed it will be sent directly to PNBHFL.
13. The Builder will not transfer the said Property to any other member or other person without obtaining the previous written consent/NOC from PNBHFL.
14. Without prejudice to the rights available to PNBHFL under Clause 5 and 7 herein, in the event of default by the buyer/s or Mortgagor/s or Borrowers, if PNBHFL exercise its right to enforce the security by sale / transfer to any third party including transferring to itself, the Builder would accept the purchaser/s of the Property / PNBHFL as a the buyer (as the case may be), on such purchaser (s) / transferee complying with the necessary formalities which are required by the Builder to become a transferee/ purchaser / allottee/ owner of the Property.

OR

- 14A. (Applicable where option under Clause 14 is not available) Without prejudice to the rights available to PNBHFL under Clause 5 and 7 herein, in the event of default by the buyer/s or Mortgagor/s or Borrowers (where PNBHFL has provided a loan facility in excess of the amount stated under the original buyer's agreement / builder buyer agreement / sale agreement executed by and between the Builder and the original allottee of the Property) and where PNBHFL exercise its right to enforce the security by sale / transfer to any third party including transferring to itself, the Builder would accept the purchaser/s of the Property / PNBHFL as a the buyer (as the case may be), on such purchaser (s) / transferee complying with the necessary formalities which are required by the Builder to become a transferee/ purchaser / allottee / owner of the Property.

1. Ch. Adityanand

2. Ch. Keerthi

For M/s. B & C ESTATES

Authorised Signatory

For B & C ESTATES

Partner

- IN WITNESS WHEREOF THE PARTIES** above named have hereto set their hands on the dates specified here-in above in each case.

2. ch. Keerthi

(Signature of the **Borrowers/Mortgagor/s**)

For M/s. B & C ESTATES

(Signature on behalf of the **Partner**)
 Name
 Designation
 Seal

~~Authorised Signatory~~

(Signature on behalf of the
PNB Housing Finance Limited)

SCHEDULE

All that portion forming a Deluxe flat bearing no. 202 on the second floor in block no. 'E' admeasuring 1200 sft. of super built-up area (i.e., 939 sft. of built-up area & 261 sft. of common area) together with proportionate undivided share of land to the extent of 37.15 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as Mayflower Grande, forming part of Sy. No. 2/1/1, 183, 184, 190 & 191 situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy 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

Witness
Signature
Name
Address
Occupation

Witness
Signature
Name
Address
Occupation
Witness
Signature

Name
Address
Occupation

1. Ch. Adityanand
2. Ch. Keerthi

(Signature of the
Borrowers/Mortgagor/s)

For B & C ESTATES
B & C ESTATES

Authorized Signature
(Signature on behalf of the
Builder)
Name
Designation
Seal

(Signature on behalf of the
PNB Housing Finance
Limited)