



తెలంగాణ తెలంగాణ TELANGANA

S.No. 11624 Date: 05-05-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: M/s. B&C ESTATES

 H 416186

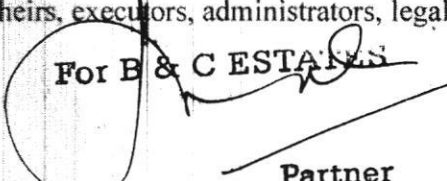
K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

TRIPARTITE AGREEMENT

THIS Agreement is made and executed here at SECUNDERABAD on this day of 16th may 2017, between:

1. Mr. J. Surya Prakash, son of Mr. J. B. R. K. Murthy aged about 34 years and
2. Mrs. J. Haritha, wife of Mr. J. Surya Prakash aged about 29 years, both residing at H. No. 5-4-86, Sharada Nagar, Vanasthalipuram, Hyderabad - 500070 Hereinafter called the "VENDEE" Which term shall mean and include ad his/her/heirs, executors, administrators, legal representatives, of the First Part and assigns the Second Part

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 & Investments 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 its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 44 years, Hereinafter called the "VENDOR", which term shall mean and include all his/her/their heirs, executors, administrators, legal representatives, of the Second Part


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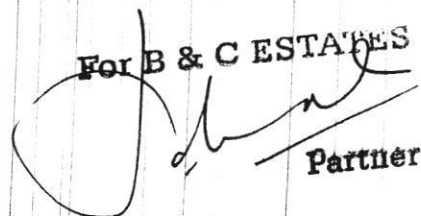
Partner

For B & C ESTATES


Partner

GIC HOUSING FINANCE LIMITED, a company registered under the Companies Act, 1956 and having its Registered & Corporate office at Universal Insurance Building, 3rd Floor, Sir P.M. Road, Fort, Mumbai-400001, India (hereinafter referred to as "GICHF Ltd" which term so far as the context admits, shall mean and include its successors in office, successors in interest, assigns, etc: of the Third Part.

- (A) The Borrower/Purchaser 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
- (B) As part of its business activity, the builder has undertaken the Project named Mayflower Grande at Survey no. 2/1/1, 183, 184, 190 & 191, situated at Mallapur flatge, Uppal Mandal, Ranga Reddy. District.(referred to as the "project").
- (C) The Borrower/Purchaser has opted to purchased flat in the Project bearing No's D-001 and as accordingly entered into an Agreement for Sale dated 27th day of March 2017, with the Builder/Developer for acquiring the said flats in the project known as Mayflower Grande admeasuring about 37.15-sq yds and 1200 Sq.ft of built up area, along with the underlying interest in the land and other common amenities attached thereto (hereinafter referred to as 'the Said Flat') for total consideration of Rs. 43,98,000/- (Rupees Forty Three Lakhs Ninety Eight Thousand only)
- (D) The Borrower/Purchaser has paid his initial Contribution of Rs. 8,50,000/- (Rupees Eight lakhs Fifty Thousand only) of the total consideration to the Builder/Developer, for the balance consideration the Borrower/Purchaser has approached GICHF Ltd for a Said Loan of Rs.35,48,000 /- (Rupees Thirty Five lakhs Forty Eight Thousand only)("Said Loan")
- (E) The Builder/Developer has agreed to the Borrower/Purchaser availing the Said Loan under the Scheme from GICHF Ltd has also considered the request of the Borrower/Purchaser favorably and agreed to disburse the Said Loan on such terms and conditions as stipulated in the Stipulated in the said loan on such terms and conditions as stipulated in the Said Loan Agreement dated(Said Loan Agreement), executed by the Borrower/Purchaser acknowledges unconditionally.
- (F) The Borrower/Purchaser has requested GICHF Ltd to disburse the Said Loan up front the Builder Developer irrespective of the state of construction and such disbursement shall be deemed to have been directly done to the Borrower /Purchaser and, which the Borrower/purchaser acknowledges unconditionally
- (G) The Borrower/Purchaser has also agreed to secure with GICHF Ltd them Said Flat by way of Mortgage/security interest at all the rights, title, benefits that would accrue to it as security for the Said Loan. The Builder/Developer also agrees and conforms that it shall take note of the said mortgage/security interest created by the Borrower/Purchaser on the Said Flat in favor of GICHF Ltd and further agrees and undertakes not to create any third party right, title or interest of any sort whatsoever on the Said Flat without the prior and written consent of GICHF Ltd.
- (H) The Builder and the Borrower agree that they shall inform GICHF Ltd in advance the date, time and venue of the registration of the Sale Deed and shall directly forward the duly registered Sale Deed to GICHF Ltd as the title document for the security interest created in favor of GICHF Ltd over the Said Flat

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- (I) The Borrower and Builder agree and undertake to indemnify GICHF Ltd at all times for all/any loss that may be a direct or remote consequence at and/or arising out of any dispute between the Borrower and the Builder subsequent to GICHF Ltd disbursing the entire Said Loan amount to the Builder at the request and under the written instruction of the Borrower herein

GICHF Ltd has considered the said request with a clear and irrevocable undertaking by the Borrower that subsequent to the disbursements 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

- (J) The Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Said Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Builder/Developer
- (K) One of the conditions for GICHF Ltd sanctioning the Said Loan to the Borrower/Purchaser is that the understanding as stipulated in the recitals above shall be reduced and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower/Purchaser and the Builder/Developer and till such time this formality is complied with to the satisfaction of the Lenders and documents in evidence thereof are delivered to the Lenders there will be no disbursement pursuant to the Said Loan Agreement:
- (L) In consideration of GICHF Ltd agreeing to disburse the Said Loan to the Borrower in one lump sum / or in installments, 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, GICHF Ltd has agreed to disburse the said Loan to the Borrower on the terms and conditions set out in the said loan agreement and subject to payment of processing fee/stamp duty and other charges payable there under.
- 3) The said Loan advanced/to be advanced to the Borrower/purchaser by GICHF Ltd. shall be subject to the Borrowers/Purchaser's repayment capacity as assessed by GICHF Ltd and shall be secured against the first and exclusive mortgage/charge over the said Flats to be acquired in the Project in favor of GICHF Ltd.
- 4) The Borrower irrevocably and unconditionally instructs GICHF Ltd to disburse the Said Loan directly to the Builder herein the said disbursement shall be deemed to have been done directly to the Borrower.

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- 5) The said Loan advanced/to be advanced to the Borrower by GICHF Ltd shall be repayable by the Borrower by way of Equated Monthly installments (EMI). The date of commencement of EMI Shall be the first day of the month following the month in which the disbursement of the Said loan will have been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.
- 6) Parties agree that any default and/or breach in the terms of this agreement shall be construed as an event of default under the Said Loan Agreement.
- 7) The Borrower/Purchaser desires that the Agreement to sell dated: 27th day of March 2017, entered into between the Borrower/Purchaser and the Builder/Developer shall be kept with GICHF Ltd till terms and conditions of the said Loan Agreement are complied with
- 8) The Builder/Developer and the Borrower/Purchaser has assured and represents that it has a clear and marketable title to the said Flat and the land appurtenant there to and the same can be freely transferred/registered And that the same is also not subject to any lien and/or any encumbrance and the Builder/Developer further state that they have obtained all the required approval sanctions for developing and selling the said Flats.
- 9) The Builder/Developer and the Borrower/Purchaser agrees to indemnify GICHF Ltd with respect to any inadequacy in title and further undertake not to delay or default in any repayment obligations under the said Loan Agreement for any reasons whatsoever including but not limited o the reasons of titled inadequate.
- 10) The Borrower/Purchaser further agrees and undertakes to forward all the original documents pertaining to understanding between the Builder/Developer with respect of the Said Flat to GICHF Ltd with immediate effect and also agree to forward any other documents relating to the said Flats which may be executed subsequently at a future date, to GICHF Ltd,
- 11) In case the Borrower/Purchaser is not in a position to pay pursuant to its obligations under the Said Loan Agreement, the Borrower/Purchaser may recommend or GICHF Ltd May agree to have a new Borrower in place of the Borrower/Purchaser upon terms and conditions to be decided at the time including transfer charges as agreed to between the Builder/Developer, GICHF Ltd and the Borrower/Purchaser. The discretion, whether to have the new Borrower in place of the old Borrower, vests with GICHF Ltd in consultation with ;the Builder/Developer.
- 12) That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession to the said Flats to the Borrower/Purchaser to repay the said Loan in terms of the said Loan Agreement shall continue to subsist The Borrower shall execute and indemnity and such other documents as may be required by GICHF Ltd in favor of GICHF Ltd in this regard.
- 13) That the Borrower/Purchaser understands agrees and confirms that there is no Income tax rebates available even if the repayment of the said Loan is commenced the month after the month in which the full said Loan is disbursed by GICHF Ltd. The Borrower agrees and recognizes that the income Tax rebates, if any will be available only after the Project is given occupancy certificate by the statutory authorities in that regard and also aware of the fact that there could be a delay in getting the possession of the Said Flat, notwithstanding the schedule given by the Developer/Builder

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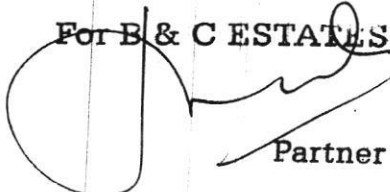
Partner

- 14) The Borrower shall ensure to pay to the Builder his own contribution in full i.e., the cost of the Flats minus the said Loan being disbursed by GICHF Ltd before availing of the disbursement from GICHF Ltd. Any escalation in costs shall be exclusively borne by the Borrower/Purchaser.
- 15) That the Builder/Developer shall not hand over the actual and physical possession of the Said Flats to the Borrower/Purchaser before execution and registration of the Sale Deed; and the original deed being submitted to GICHF Ltd.
- 16) If the Borrower/Purchaser fails to pay the balance amount representing the difference between the Said Loan sanctioned by GICHF Ltd and the actual purchase price of the Said Flats, or in the event of death of the Borrower or in the event of cancellation of the Said Flats for any reason whatsoever the entire amount advanced by GICHF Ltd being the Said Loan, subject to the terms and conditions of the Agreement of Sale, will be refunded by the Builder to GICHF Ltd forthwith. The Borrower hereby subrogates all his rights for refund with respect to the Said Flats in favor of GICHF Ltd,
- 17) In, case of termination/cancellation of the agreement for any reason whatsoever, the Builder/Developer shall refund the flowing amounts to GICHF Ltd with in fifteen days from the date of such termination/cancellation, after deduction the amounts as permissible under the Agreement of sale
- a). The amount of Said Loan disbursed by GICHF Ltd: and
 - b). interest, overdue interest and other payments that is due to GICHF Ltd.
- 18) Further if the Borrower commits a breach of any of the terms and conditions of this Agreement or any of the related transactions documents with respect to the Said Loan, it shall be treated as an event of default under the Agreement for Sale/Allotment cum Agreement for sale or any such agreement document signed by and between the Borrower and the Builder for the sale fur the Said Flats.
- 19) In the event of occurrence of default under the Said Loan Agreement, which would result in the cancellation of the Agreement for sale as a consequence thereof and / or for any reason whatsoever if the allotment is cancelled, any amount payable to the Borrower on account for such cancellation shall be directly paid to GICHF Ltd. After deductions as permissible under the Agreement of Sale. However it is further agreed between the Parties that such payment made by the Builder directly to GICHF Ltd shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Said Loan Agreement
- 20) The Borrower agrees to unconditionally and irrevocable subrogate its right to receive any amount payable by the Builder to the Borrower to the Borrower in the event of Cancellation in favor of GICHF Ltd and that the act of payment by the Builder to GICHF Ltd under this clause shall amount to a valid discharge of the Builder of its obligation to pay the Borrower to pay the Borrower such cancellation amount.

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- 21) Further that the parties agree that the Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrower's 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 Said Flats and the Said Loan amount as mentioned above.
- 22) The Builder/Developer confirms that the Said Flats shall be developed/constructed in accordance with the sanctioned plan and shall complete by 26.03.2018, and in any deviation there to shall be in accordance to the approval obtained from the respective authorities and further confirms that in the event of detection of deviation by the Developmental Authority and or any other appropriate/competent authority on completion and or during the construction pending completion of the Said Flat shall be duly regularized as is directed by the concerned Authority and or the same would be duly compounded by the Builder, in accordance to due process of law.
- 23) The Builder agrees that the fact of GICHF Ltd disbursing the Said Loan to the Builder at the request of the Borrower does not and shall not in any manner whatsoever amount to and or would amount to ratification of any act of the Builder, which is inconsistent with any findings /directions issued by the concerned Developmental authority and or other appropriate/competent authority with respect to the Said Flat.
- 24) The Builder agrees to assume and pay all Liabilities incurred by GICHF Ltd by virtue of funding the said Flats either directly through the Builder and or through lending to other Borrowers who are intending purchasers of the units in the Project and further agrees indemnify and keep indemnified GICHF Ltd against all direct/indirect/consequential loss, costs, charges and expenses that GICHF Ltd may suffer or incur on account of any adverse directions and or refusal of grant of NOC by the pollution Board and or any other competent authority claiming and establishing that said flat is not to proceed further and or the same is illegal.
- 25) The Builder hereby Guarantees to GICHF Ltd to pay back to GICHF Ltd, the Said Loan granted by GICHF Ltd with all dues, interest, additional interest as due and payable by the Borrower under the Said Loan Agreement, unconditionally and absolutely without any demur or protest, in the event of nonpayment of any amount outstanding under the Said Loan Agreement by the Borrower before the receipt of the registered sale deed by GICHF Ltd as the additional title document to the Said Flats.
- 26) It is agreed with confirmation by the Parties that the rate of the Builder, in so far as it relates to the Borrower, is not only and solely that of constructing the Said Flats the behest and on behalf of the Borrower and to hand over the same to the Borrower for occupation but also to convey the Said Flats in favor of the Borrower by way of final registered sale deed, save and accept his right to receive the payment as requested and further instructed by the Borrower to GICHF Ltd subject to the Said Loan Agreement.
- 27) The Borrower and GICHF Ltd agrees and authorizes the Builder to note such security as may be furnished by the Borrower in favor of GICHF Ltd or its security trustee, in their records as a security against the Said Loan advanced by GICHF Ltd, to be held by GICHF Ltd or its security trustee until the Said Loan is fully repaid with interest and all other dues to the satisfaction at GICHF Ltd. The Builder agrees to note and recognize creation of such security in respect of Said Flat as may be required by GICHF Ltd.

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- 28) The builder will not allow any kind of transfer of Said Flat by way of sale, gift, mortgage etc during the pendency of the Said Loan by GICHF Ltd.
- 29) The Borrower shall diligently and faithfully observe and comply with all rules and regulations and shall also strictly comply with all the requirements in his Said Loan Agreement with GICHF Ltd.
- 30) The Liability at the Borrower to GICHF Ltd shall not be affected in any manner whatsoever in the event of any dispute, conflict of interest, misunderstanding, or otherwise between the Builder and the Borrower.
- 31) The liability al the Borrower to GICHF Ltd and the security interest created on the Said Flats including Said Flats shall not be affected by any of the provisions of any agreement and or arrangement entered into between the Builder arid the Borrower and or any other third party.
- 32) The liability al the Borrower to GICHF Ltd and the security interest created on the Said Flats, shall not be effected in any manner whatsoever, in the event of the death or insolvency of the Borrower or his ceasing to be an allot tee of the Said Flats by the Builder notwithstanding anything to the contrary contained in any constitution, articles, memorandum, rules, bye-laws, agreements, regulation etc.
- 33) The Builder also confirms and undertakes that it shall submit to GICHF Ltd all documents for the Project as requested by GICHF Ltd and shall keep GICHF Ltd informed of the progress of the Project and shall obtain a clearance from GICHF Ltd before handing over possession of the respective apartment to the borrower.

SCHEDULED FLAT

All that portion forming a Deluxe flat bearing no. 001 on the ground floor in block no. 'D' admeasuring 1200 sft. of super built-up area (i.e., 936 sft. of built-up area & 264 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. and bounded as under:

North By	Open to Sky
South By	Open to Sky
East By	Open to Sky
West By	6'-6" wide corridor

Signed and Delivered by the within-named
Borrower/Purchaser
By the hand of

Signed and Delivered by the within-named
Builder/Developer
By the hand of

FOR B & C ESTATE

Partner

FOR B & C ESTATE

Partner