भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

N 707081

S.No. 3518 Date:29-12-2017

Sold to:MAHENDAR

S/o. MALLESH

For Whom:B & C ESTATES

T.LALITHA
LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-05-028/2015,
Plot No.32, H.No.3-48-266,
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7842562342

TRIPARTITE AGREEMENT

THIS AGREEMENT is made at Secunderabad on this 02nd day of January 2018.

BETWEEN

Mr. Ramesh Mathur, son of Mr. Sivarama Deekshitulu Mulageti aged about 41 years residing at Flat no 301, SGKPN Apartments, Laxmi Nagar Colony, Mallapur, Hyderabad. hereinafter referred to as the **"Borrower"** which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her executors, administrators and permitted assigns.

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 referred to as the **"Builder"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns.

For M/s. B & C ESTATES

Authorised Signatory

For B&C ESTATES

Partner

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office Chandermukhi, Nariman Point, Mumbai – 400 021 and interalia a branch office at____________________________________ hereinafter called the **"Bank"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns.

AND WHEREAS the Builder(s) is the absolute owners, possessors and in peaceful enjoyment of the land forming a part of survey no. 2/1/1, 183, 184, 190 & 191 Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District) admeasuring about Ac. 3-29 Gts. by virtue of a registered sale deeds dated 31.10.2006, 18.11.2006 and 22.11.2006 bearing document nos. 16096/06, 17638/06 & 18995/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), executed by its former owners viz., Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, Mr. M. Venkata Narsimha Rao S/o. Shri M. Venkat Rama Rao and Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.

AND WHEREAS the Builder has agreed to sell a Deluxe flat bearing no. 401 on the fourth 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, being developed and constructed in the Schedule mentioned premises, under an **Agreement for sale dated 07th November 2017** (herein after referred to as the said "Agreement") entered into between the Builder and the Borrower, which contains the terms and conditions for sale of the Flat in favour of the Borrower. As per the terms and conditions contained therein and in furtherance thereof, the Borrower has already paid to the Builder a sum of Rs12,00,000/- (Rupees Twelve Lakhs Only) as and by way of Advance payment of Sale Consideration. The balance of sale consideration is payable by the Borrower in installments based on the stages of construction or on or before Handing over the Flat which are detailed in the aforesaid Agreement.

AND WHEREAS the Bank on the written application and request of the Borrower has already sanctioned a loan of Rs. 34,64,000/- (Rupees Thirty Four Lakhs Sixty Four Thousand only) under Staff Housing Loan Scheme for the purchase of the said Flat from the Builder, and has at the request of the Borrower agreed to disburse/release the loan in stages directly to the Builder as per the Builder's requirements depending on the stage of construction OR as mentioned in the aforesaid Agreement upon the condition inter-alia that the Borrower shall create Registered Mortgage or equitable mortgage by deposit of title deeds relating to Flat to be purchased by him from the Builder in favour of the Bank.

For M/s. B & C ESTATES

Authorised Signatory

For B&C ESTATES

Partner

AND WHEREAS the Builder and the Borrower have also requested the Bank for release/ disbursement of installments directly to the Builder.

AND WHEREAS the Bank has agreed to release the loan amounts as aforesaid provided the Builder and the Borrower agree to comply with the terms and conditions put forth by the Bank and both the Builder and the Borrower have agreed for the same.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The Builder agrees/ undertakes that the construction/development of the Schedule mentioned premises will be completed as per the terms and conditions contained in the Agreement for Sale dated 07th November 2017 executed in favor of the Borrower, and the possession of the Flat allotted to the Borrower shall be delivered to the Borrower by 03.07.2018 Grace Period (6 months) as stated in the Agreement for Sale dated 07th November 2017 The Builder also agrees/ undertakes that proper conveyance will be executed in favour of the Borrower, upon receipt of the full consideration.

2. The Builder and the Borrower declare that they have not transferred any right, title or interest nor created any charge, encumbrance etc. over the Flat allotted to the Borrower, and further affirm that all sanctions and permits/approvals from the concerned authorities have been obtained for the development and construction of Flats/ apartments in the Schedule mentioned premises and title to the Flat is clear, marketable and free from encumbrance.

3. The Borrower and Builder undertake, save and except the mortgage to be created in favour of the Bank; will not create any charge or encumbrance on the Flat allotted to the Borrower and the proportionate undivided share in the Schedule mentioned premises sold to the Borrower. The Builder shall not allot the Flat No. E-401, 4th Floor allotted to the Borrower to any other person without written consent from Bank.

4. The Builder shall deliver possession of the Flat to the Borrower only after obtaining "No Objection Certificate" to that effect from the Bank. The date of registration of the sale deed in respect of the Flat allotted to the Borrower shall be informed in advance to the Bank by the Builder.

5. All documents like Possession Certificate, copy of the occupancy certificate, latest maintenance bill or any other document/letter regarding right, title, interest, possession, sale consideration, etc. relating to the Flat allotted & agreed to be sold to the Borrower shall be directly delivered to the Bank by the Builder/Borrower.

6. The Bank shall have the sole discretion to make disbursement/s and/or interim disbursement(s) from out of the Loans, at such time, on such conditions and in such manner as the Bank may decide. Any disbursement/s and/or interim disbursement(s) to be made directly to the Builder shall be with the express written consent of the Borrower/s.

M. R. Ward

For M/s. B & C ESTATES

Authorised Signatory

For B&C ESTATES

Partner

7. The Builder agrees to keep the Bank updated about the status of progress of the construction as and when required by the Bank.

8. The Builder agrees to maintain a separate account for the Borrower, wherein the amounts disbursed by the Bank shall be credited and all costs towards the construction and amounts due to the Builder from the Borrower shall be debited. The Builder shall interalia be accountable for the loan disbursements made by the Bank directly to it, and shall render accounts of the same along with such statements as may be required to the Bank as and when called for.

9. In the event of the project costs being increased for any reason whatsoever, the Borrower agrees that he/she is solely liable/ responsible to pay such increased costs to the Builder. The Bank shall disburse only to the extent of the loan sanctioned. However, if any refund/s has/have to be made by the Builder to the Borrower due to reduction in costs, then the Builder shall make such refund/s directly to the Bank under intimation to the Borrower, and the Bank shall accordingly give credit of such amount of refund/s to the Borrower's loan account.

10. In the event of the Bank recalling the loan and the amounts disbursed therein or the Builder canceling the allotment of the Flat made in favour of the Borrower for any reason whatsoever, the Builder shall refund to the Bank all amounts disbursed by the Bank till date of such recalling of the loan/ cancellation of allotment as the case may be along with interest as applicable, and only thereafter Builder shall have the liberty to allot the said Flat to any other person.

11. The Builder agrees that the Bank shall have first charge over the Flat as mortgagee allotted to the Borrower for the amounts due to it even though the Builder may subsequently allot the same to another party after the receipt of the recall notice or cancellation notice as the case may be.

12. The Builder further agrees and accepts that first charge in favour of the Bank will be registered in their records and after Society is formed the Builder will inform to the said Society for noting the same in their records and the same will stand continue till the said Society receives the permission from the Bank for releasing the same.

13. The Builder shall indemnify and keep the Bank indemnified, saved, defended harmless at all times against all losses, costs, claims, damages, charges, expenses that the Bank may incur and /or suffer by reason of the Builder not completing the development and construction of the Flat in the Schedule mentioned property within the time specified or abandoning the project altogether or due to the failure on the part of the Builder to adhere to any of the covenants contained herein.. The Builder agrees that that the indemnity as is contained herein contained is in addition to any other right/ remedy Bank may have against the Builder and/ or Borrower.

14. The Builder agrees that he is liable along with the Borrower to the Bank for the loan availed by the Borrower along with interest, costs, charges, expenses and all amounts due thereon, and the Bank is at liberty to proceed against the Builder for recovery of the loan as if the Builder were the principal debtor.

For M/s. B & C ESTATES

Authorised Signatory

For B&C ESTATES

Partner

15. The Builder consents to put through Registered /equitable mortgage by way of deposit of title deeds by the Borrower of the Flat more fully described in the Agreement to Sale dated 07th November 2017, agreed to be sold to the Borrower.

16. It is further agreed that, the word "loan" mentioned herein above includes interest, penal interest and all other sums, payable by the Borrower to the Bank as per the terms and conditions of Sanction Advice and Loan Agreement/sF entered between the Bank and the Borrower.

Notwithstanding anything contained hereinabove that in the event of completion of the construction and delivery of possession of the Flat by the Builder to the Borrower as per the terms and conditions contained in the Agreement for sale dated 07th November 2017 and after creation of Registered /equitable mortgage by way of deposit of title deeds by the Borrower of the Flat to the Bank, the Builder shall be relieved from all obligations under this Agreement.

The terms and conditions and obligations of the Borrower contained herein are in addition to and not in derogation of the terms and conditions contained in security/ loan documents executed by the Borrower in favour of the Bank.

SCHEDULE OF THE PROPERTY

(Incorporate the details of residential site proposed for development and construction of building on Flat ownership basis by the Builder.)

DESCRIPTION OF THE SAID FLAT:

All that portion forming a Deluxe flat bearing no. 401 on the fourth 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: 6'-6" wide corridor
East by: Open to sky
West by: 6'-6" wide corridor

(Hereinafter to be called and referred as the **"Said Flat"**

M-R. [illegible]

For M/s. B & C ESTATES
Authorised Signatory

For B&C ESTATES
Reddy
Partner

FULL DESCRIPTION OF THE PROPERTY:

All that portion of the land area to the extent of Ac. 3-29 Gts., in Survey no. 2/1/1, 183, 184, 190 & 191 of Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District) and bounded by:

North By	Main road
South By	Sy. No. 191(part), 189, 184 (part)
East By	Sy no. 1/1 , 191 (part)
West By	Sy no. 190(part)

(Hereinafter to be called and referred as the **"Said Property"**).

In witness whereof the parties have set out their respective hands on the day, month and year herein above mentioned.

For M/s. B & C ESTATES

Authorised Signatory

BORROWER **BUILDER** **BANK**

For B&C ESTATES

Partner