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ONE HUNDRED RUPEES

सत्यमेव जयने

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S.No. 4894 Date: 05-10-2021

Sold to: MAHENDAR

S/o. MALLESH

For Whom: M/s. JADE ESTATES

AH 706226

K.SATISH KUMAR

West Marredpally, Sec'bad.

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-029/2021 Plot No.227, Opp.Back Gate of City Civil Court

TRIPARTITE AGREEMENT

This Agreement is made this 20th day of December 2021,

AMONGST

Shri/Smt Aditya Phani Ram Mokrala,S/o /D/o /W/o Shri Krishna Murthy Mokrala aged about 33 years, residing at 10-3-93/5/A, Plot no-28, Manipuri Colony,Lingojiguda,Saroornagar,Hyderabad-500035

2. Shri/Smt <u>Pokkuluri Sindhura</u>, S/o /D/o /W/o Shri <u>Aditya Phani Ram Mokrala</u>,aged about <u>32</u> years, residing at <u>10-3-93/5/A</u>, <u>Plot no-28</u>, <u>Manipuri Colony,Lingojiguda,Saroornagar,Hyderabad-500035</u>

(hereinafter called 'Borrower/s' which expression shall, unless repugnant to the context or meaning thereof, be deemed to and include his/her/their respective survivor or survivors & the legal representatives, heirs, executors or administrators), of the FIRST PART;

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For JADE ESTATES
Partner

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ONE ONE HUNDRED RUPEES

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INDIA NON JUDICIAL

මීපර්ෆංක तेलंगाना TELANGANA

S.No. 4895 Date: 05-10-2021

Sold to: MAHENDAR

S/o. MALLESH

For Whom: M/s. JADE ESTATES

AH THE

AH 706227

K.SATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05 029/2021 Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad.

M/s <u>Jade Estates</u> a Private Limited company incorporated under the provisions of the Companies Act 1956 represented by its Managing Partner Shri Sudhir U Mehta, S/o. Late Uttamlal U Mehta, [OR] a partnership firm within the meaning of Indian Partnership Act, 1932, having its registered office at <u>Plot no. 8</u>, Road no. 5, Nacharam Industrial Area, C/o <u>Dilpreet Tubes</u>, Hyderabad-500067 AND

M/s. Modi Realty Mallapur LLP (formerly 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 – 500 003, represented by its Partner Shri. Anand (hereinafter called **THE Builder/Promoter** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their legal representatives, heirs, executors, administrators/successors & assigns) of the SECOND PART;

2 P. Singh

For JADE ESTATES

Partner

For MODI REALTY MALLAPUR LLP

ht G Partner

AND

BANK OF BARODA, a body corporate constituted by and under the banking companies (Acquisition and Transfer of Undertakings) Act,1970 and having its Head office at Baroda House,Mandvi,Baroda-390006 and Corporate office at Baroda Corporate Center, C-26,G-Block,Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and a branch amongst other places at Saroornagar (hereinafter called the 'the Bank' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the THIRD PART.

WHEREAS M/s <u>Jade Estates</u> having their office at <u>Plot no. 8</u>, <u>Road no. 5</u>, <u>Nacharam Industrial Area</u>, <u>C/o Dilpreet Tubes</u>, <u>Hyderabad-500067</u> being the absolute owner/s of the property described hereunder as Schedule 'A' property (hereinafter referred to as the 'Schedule 'A' property') represented by <u>Shri Sudhir U Mehta</u> (hereinafter called the 'the Seller/Owner') have entered into an Agreement with the Builder/Promoter for developing the Schedule 'A' property and for construction of houses/apartments/flats as the case may be.

WHEREAS the Seller/Owner has also by an irrevocable General Power of Attorney dated 08.07.2019, registered before the Kapra, S.R.O. as Doc. No. 3741/2019 duly authorised the Builder/Promoter to develop residential layouts in the Schedule 'A' property and to construct and to sell and to execute Sale deeds in favour of the intending purchasers of such residential layouts/Villas/Houses/Flats as the case may be.

WHEREAS the Builder/Promoter after getting the lay out plan approved by GHMC Authority has developed /resolved to develop / construct the Schedule 'A' property into a Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (hereinafter referred to as 'the Project') consisting of Residential as well as Non-Residential buildings and further authorised Shri Shri Sudhir U Mehta to do all the acts and deeds in this regard, including execution of the Sale Deed, Construction Agreement and all other requisite documents.

WHEREAS the Builder/Promoter will as part of the project be constructing in the Schedule 'A' property a multistoried residential building known as 'Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District' 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 No. 1/C1/05652/2021 dated 17.04.2021

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For JADE ESTATES
Partner

For MODI REALTY MALLAPUR LLP

The aforesaid project is also registered with RERA vide Registration no P02200001129. This registration is valid for a period of 05 years commencing from 05-09-2019 and ending with 26-06-2025 unless extended by the Authority. The details of the Promoter and Project are also available in the website of the Authority.

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

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 set out in the Bank's Sanction Letter No. 1030596 dated 18/11/2021 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.

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/Promoter 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 in the absence of local law, the conveyance deed in favor of the Allottee/borrower shall be carried out by the Promoter within three months from the date of issue of occupancy certificate as per the said Agreements.

2 P. Singh

Partner

Por MODI REALTY MALLAPUR LLP

Partner

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/Promoter in favour of the Borrower the Society or the Limited Company of which the Borrower will be taken as a member, only upon completion of construction of Schedule 'B' Property and upon payment of full Sale Consideration of the Schedule 'B' Property by the Borrower as per aforesaid registered agreement.

WHEREAS the Borrower and the Builder/Promoter have jointly requested the Bank to disburse the Loan to the Borrower on the basis of the said Agreements as also on the covenants / representations of the Builder/Promoter / Borrower herein in the absence of sale deed by the Builder/Promoter in favour of the Borrower and/or formation of a Cooperative Housing Society or Limited Company and the Borrower being taken a member thereof and the Builder/Promoter has agreed/undertook to execute requisite documents conveying title in favour of the Borrower/Co-Operative Housing Society or Limited Company, the Borrower will be taken as a member whereof.

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

NOW IN CONSIDERATION of a sum of Rs<u>. 17,54,000</u> (Rupees <u>Seventeen Lakhs Fifty</u> <u>Four Thousand</u>

Only) already deposited by the Borrower with the Builder/Promoter on 13/09/2021 as initial payment for purchase of the Schedule 'B' Property and a further sum of Rs. 50,00,000 (Rupees Fifty Lakhs Only) to be paid by the Bank directly to the Builder/Promoter from the Loan account of the Borrower as per the demands for the payment by the Builder/Promoter as agreed to between the Borrower and the Builder or Promoter, it is hereby agreed, declared and undertaken as follows:-

- 1. The Builder/Promoter has absolute right, title and saleable interest over the Schedule 'A' & Schedule 'B' Property. The Builder/Promoter declares that the entire property is not subject to any mortgage or charge in favour of any other financial institution or bank or any other creditor and is free from all sorts of encumbrances. The Builder/Promoter has not entered into any other Agreement with any persons / parties in respect of the Schedule 'B' Property, other than the Borrower.
- 2. The Builder/Promoter has obtained all requisite permissions/approvals/sanctions for construction of Schedule 'B' Property from all the competent authorities concerned and undertakes to construct the same in accordance with the approved plans. The Borrower has examined and is satisfied with the title of the Builder/Promoter over the said properties and about the approvals.

2 P. Singh

For JADE ESTATES
Partner

FOR MODI REALTY MALLAPUR LLP

- 3. The Builder/Promoter has no objection to the Bank giving a loan to the Borrower and creation of charge over the Schedule 'B' Properties in favour of the Bank by way of security for the loan granted to the Borrower and has noted the lien of the Bank over the Schedule 'B' Property.
- 4. This Agreement shall be in addition to the said Agreements entered into by the Builder/Promoter / Borrower and shall by enforceable notwithstanding any of the terms and conditions contained in the said Agreements between Builder/Promoter and Borrower and in case of any contradiction the terms hereof shall supersede, and binding.
- 5. The Borrower hereby irrevocably, voluntarily and unconditionally authorise the Bank to disburse the Loan, directly to the Builder/Promoter without reference to the Borrower and merely on production of Quote / Demand Note / Estimate / Certificate/Bill by the Builder/Promoter provided there is no dispute regarding the Quote / Demand Note / Estimate/Certificate/Bill while making payment as above. Any disputes / protests shall be resolved by the Borrower/Promoter is delayed due to such disputes / protests, the Bank shall not be liable under any circumstances for the damages / loss caused / likely to be caused to the Builder/Promoter or to the Borrower.
- 6. The Borrower hereby declares that the payment made in the above manner by the Bank to the Builder/Promoter shall be as effective and binding on 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 valid discharge by the Bank.
- 7. Notwithstanding anything to the contrary contained herein, the Bank may as its sole discretion refuse to disburse the Loan, until:
 - a) The Borrower pays his own contribution in full to the Builder or Promoter, i.e., the 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.
 - C) The Builder/Promoter or borrower submits any other document/s, certificate/s as demanded by bank.

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Partner

FOR MODI REALTY MALLAPUR LLP

Partner

8. Notwithstanding the disbursement of Loan to the Builder or Promoter, the Borrower shall continue to be liable to pay the installments / dues in respect of the Loan with the applicable rate of interest fixed by the Bank along with other costs and expenses and subject to the T Terms and Conditions set out in Bank's Sanction Letter No. 1030596 dated 18/11/2021

and the loan documents executed by the Borrower in favour of the Bank, whether or not the possession of Schedule 'B' property was received by the Borrower.

- 9. The increase / escalation of Cos of Construction shall not affect the liability of the Bank in making disbursement as above and any increase / escalation shall be borne / met by the Borrower and the Bank's liability to make payment to the Builder/Promoter shall not exceed
 - Rs. 50,00,000 (Rupees Fifty Lakhs Only) at any time.
- 10. Disbursement of the amount under the Loan to the Builder/Promoter shall be purely the discretion of the Bank and the Builder/Promoter / Borrower shall not, as of right, demand any amount or part of the amount under the Loan.
- 11. The Bank shall not be liable to pay existing and future rates, taxes, cesses, assessments 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.
- 12. The Borrower undertakes that he shall not, without the prior written consent from the Bank, exchange the Schedule 'B' property for any other unit.
- 13. The Builder/Promoter 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.
- 14. The Builder/Promoter 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.
- 15. 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 of the Borrower is fully realized/ recovered with updated interest at the applicable rates and other charges. The Builder/Promoter cedes First Charge in respect of the Schedule 'B" property in favour of the Bank.

For JADE ESTATES

For MODI REALTY MALLAPUR LLP

- 16. The Borrower / Builder/Promoter agree and undertake that on the completion of construction of the Schedule 'B" property, its possession shall be handed over to the borrower subject to the confirmation from the Bank along with the Conveyance of Title / Sale Deed/ Possession Letter (Originals whereof the Builder/Promoter shall hand over on behalf of the Borrower to the Bank in terms of clause 16 hereof), once the Borrower complies with the payments terms and conditions as contained in the said Agreements. The Builder/Promoter further agrees and undertakes that without obtaining prior written approval from the Bank the Builder/Promoter 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.
- 17. The Builder/Promoter shall execute a sale deed with respect to Schedule 'B' Property in favour of the Borrower or in favour of Co-operative Housing Society / Limited Company of which the Borrower shall be taken as a member/shareholder and shall give prior notice in writing to the Bank regarding the registration of the same. The Builder/Promoter 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/Co-operative Housing Society/Limited Company.
- 18. The Builder/Promoter undertakes that in and towards the mortgage and further deposit of title deeds in favour of the bank the Builder/Promoter shall hand over the original title deed/Possession Letter/Share Certificate in respect of Schedule 'B' Property directly to the Bank without parting the same to the Borrower during the pendency of the Loan. The Borrower/Builder/Promoter irrevocably authorise the Bank to collect from the concerned Registrar of Assurances the Conveyance Deed/Sale Deed which will be executed in favour of the Borrower by the Builder or Promoter.
- 19. In case of any delay on the part of the Builder/Promoter or if the Builder/Promoter fails or refuses to execute the Sale Deed in favour of the Borrower and hand over the possession of Schedule 'B; Property even after the receipt of entire payment as mentioned in the said Agreements, or even after the expiry of the period as mentioned in aforesaid agreement 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 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/Promoter shall be liable to pay the expenses, costs, etc. incurred by the Bank in connection with the same and the Bank shall be entitled to recover the same from the Builder/Promoter in addition for the damages for non-completion of

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For JADE ESTATES
Partner

For MODI REALTY MALLAPUR LLP

- 20. The Builder/Promoter and the Borrower undertake that during the currency / subsistence of the Loan the Builder/Promoter/ Borrower alienate/transfer/lease/mortgage/encumber in any manner Schedule 'B' Property without prior written consent of the Bank. In event alienation/transfer/lease/mortgage/encumbrance of the Schedule 'B' Property without obtaining permission as above the Builder/Promoter/Borrower shall be liable to pay liquidated damages to the Bank. The Builder/Promoter and 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 thereafter.
- 21. In the event the Borrower fails to adhere to any of the Sanction Terms and conditions contained in the Bank's Sanction Letter No. 1030596 dated 18/11/2021 or any the security documents, the Bank shall be, 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 or Promoter.
- 22. 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 / Promoter in the Schedule 'B" Property and the Borrower/ Builder / Promoter at the same time agreeing and undertaking to execute at Borrower's/ Builder's/Promoter'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 / Promoter to secure the Loan with updated interest at the applicable rate and at the same time also agreeing to execute an irrevocable 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 / Promoter do hereby nominate ,constitute and appoint the

2 P.Singh

For JADE ESTATES
Partner

For MODI REALTY MALLAPUR LLP
Partner

Bank to be their true and lawful attorney for and in the name and on behalf of the Borrower/ Builder or Promoter, 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 / Promoter of the one part and the Bank of the other part in respect of the 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 writing for registration with the Registrar of Assurances and admit execution thereof and deposit title 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.

- 23. The Borrower / Builder/Promoter 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 herein. The Bank being a body corporate, any person/s authorised by the Bank may exercise all or any of the powers, authorities and discretions conferred hereby upon the Bank and may delegate all or any of such powers, authorities and discretions to such of the Officer/s or other person/s and on such terms and conditions as the Bank or its authorised Officer/s or any constituted attorney or other person/s 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 or Promoter.
- 24. The Borrower / Builder/Promoter 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/Promoter would have done if personally present and the Borrower / Builder/Promoter 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 shall lawfully do or cause to be done in or about the premises by virtue of these presents. And the Borrower / Builder/Promoter doth 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.

FOR MODI REALTY MALLAPUR LLP

2 P. Singh

Partner

- 25. The Builder or Promoter/Borrower shall give due notice of the Bank's charge over the Schedule 'B' Property to the Co-operative Housing Society / Limited Company as and when formed and shall take necessary steps to get the lien of the Bank noted in Society's / Company's books.
- 26. Soon after getting the Sale Deed registered in favour of the Borrower/the Bank and delivery thereof to the Bank and the delivery of possession of Schedule 'B' Property to the Borrower/the Bank, the liability of the Builder/Promoter shall be discharged and this Agreement shall become void and unenforceable as against the Builder or Promoter.
- 27. The covenants contained herein shall not be construed to mean and fasten any liability upon the Bank to observe the payment schedule, if any, between the Builder/Promoter and the Borrower or make payments to the Builder or Promoter. Bank shall not be liable for any delay or omission in disbursement on account of breach / default attributable to the Borrower / Builder or Promoter. The Borrower shall be responsible to fulfill his obligations also and follow up with the Bank to make disbursement on his behalf as per his arrangement with the Builder or Promoter.

For JADE ESTATES

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FOR MODI REALTY MALLAPUR LLP

SCHEDULE "A" PROPERTY

DETAILS OF SCHEDULED A LAND

All that portion of the total 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:

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 total 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:

North

Sy. No. 22

South

Sy. No. 19 (Part)

East

Sy. Nos. 81 & 24

West

Sy. Nos. 20

DETAILS OF SCHEDULED LAND

All that portion of the total 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) marked in red and bounded by:

North

Sy. No. 22

South

100' Road

East

Sy. Nos. 81 & 24

West

Sy. Nos. 20

2 P. Singh

For JADE ESTATES

For MODI REALTY MALLAPUR LLP
Partner

SCHEDULE "B" PROPERTY

All that portion forming a deluxe apartment bearing flat no. 302 on the third floor, in block no. 'G', 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 (formerly known as Ranga Reddy District) and bounded as under:

North: Open to Sky

South: Open to Sky

East : Open to Sky

West : 6'-6" wide corridor

IN WITNESS WHEREOF THE PA	RTIES HERETO HAVE SIGNED AND
EXECUTED THIS AGREEMENT C	N THE DAY AND THE YEAR FIRST
ABOVE WRITTEN SIGNED AN	D DELIVERED by the BORROWER
SIGNED AND DELIVERED for and	on behalf of the OWNER / BUILDER OR
PROMOTER, by the hand of Shri/Smt.	its
Authorized Signatory SIGNED AND DELIVERED for and on behalf of the BANK,	
by the hand of Shri/Smt.	its Authorized Signatory
BEFORE ME	NOTARY

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AN FOR JADE ESTATES

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FOR MODI REALTY MALLAPUR LLP

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