



తెలంగాణ తెలంగాణ TELANGANA

S.No. 14314 Date: 02-08-2018

Sold to: MAHENDAR

S/o: MALLESH

For: VILLA ORCHIDS LLP.

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

H 737993

TRIPARTITE AGREEMENT

This Tripartite Agreement (hereinafter referred to as "Agreement") is made on this the 03rd day of August 2018.

By And Between

Mr. Abhishek Chakravarty ; son of Late Shri Prashant Chakravarty aged about 33 years and 2. Mrs. Peyali Chakravarty, wife of Mr. Abhishek Chakravarty aged about 30 years both residing at H.No: 1-5-469/6/2, Ayappa Nagar, Old Alwal, Secunderabad-500010 (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. Villa Orchids LLP (formerly known as M/s. Greenwood Lakeside LLP), a registered Limited Liability Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad -500 003., represented by its Authorized Signatory, Shri. Anand S. Mehta, son of Shri. Suresh U. Mehta aged about 39 years, Occupation: Business, residing at Flat no. 701, Welkin Apartments, Lane besides FAB India, Begumpet, Hyderabad - 500016., (hereinafter called "the Builder") of the second part;

Abhishek Chakravarty
Peyali

For M/s. Villa Orchids LLP

Anand S. Mehta
Authorized Signatory



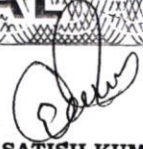
తెలంగాణ తేలంగానా TELANGANA

S.No. 14315 Date:02-08-2018

Sold to: MAHENDAR

S/o: MALLESH

For: VILLA ORCHIDS LLP.


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

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-110001, represented by one of its branches situated at 6-1-73, 1st floor, Saeed Plaza, Lakdi kapul, Saifabad, Hyderabad – 500004 (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 or number respectively and words using the masculine gender only shall include the feminine gender and vice versa, as the case may be.

2 Peyali
2 Peyali

For M/s. Villa Orchids LLP



Authorised Signatory



తెలంగాణ తేలంగానా TELANGANA

S.No. 14316 Date: 02-08-2018

Sold to: MAHENDAR

S/o: MALLESH

For: VILLA ORCHIDS LLP.

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

H 737995

WHEREAS:

- As part of its business activity, the Builder has developed / in process of development of a project, VILLA ORCHIDS, situated at survey nos. 3, 4, 5, 6, 7, 8, 33 of Mahadevpur Village & survey nos. 1, 3, 4, 5, 6, 7 of Kowkur Village, Malkajigiri Mandal, R.R. District (hereinafter referred to as the "PROJECT").
- 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.
- The Borrowers desire to purchase a property measuring 147 sq.yds in the Project costing of Rs. 58,40,000/- (Rupees Fifty Eight Lakhs Forty Thousand Only) 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 installments.

Attested by Mahesh

2 Peyali

For M/s. Villa Orchids LLP

[Signature]

Authorised Signatory



తెలంగాణ తెలంగాణ TELANGANA

S.No. 14317 Date:02-08-2018

Sold to: MAHENDAR

S/o: MALLESH

For: VILLA ORCHIDS LLP.

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

H 737996

- 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. 51,00,000/- (Rupees Fifty One 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.
- 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 Borrower and Builder;

Alexander K. Mahendhar

2 *Peyali*

For M/s. Villa Orchids LLP

[Signature]
Authorized Signatory



తెలంగాణ తేలంగానా TELANGANA

Sl No: 4554 Date: 01.08.2018 Rs. 20/-

Sold to: M. MAHENDAR & O.M. MALLESH. R/o Secbad.

Whom: M/S. VILLA ORCHIDS LLP.

ADD: Secbad.

00AA 544981

D. Subhula
Sub - Registrar
Ex-Officio stamp Vendor
S.R.O. Secunderabad

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

- 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.51,00,000/- (Rupees Fifty One Lakhs Only) to the Borrowers according to its rules, but the actual payment in installments 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.
- 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.

Shamshad Chaitanya
2 *Peyali*

For M/s. Villa Orchids LLP

[Signature]
Authorised Signatory

- c. That the Builder shall not handover 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.
- d. 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.
- e. 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.
- f. 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.
- g. Further, the Builder, in the event of default to 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.
- h. Not with standing anything contained here in 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.
- i. 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.

Shruti Chatterjee

2 Payali

For M/s. Villa Orchids LLP

Harsh Mittal
Authorised Signatory

10(A)(Applicable only in case the Builder has not taken any project loan on date) 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 what so ever 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 above mentioned 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. *

- j. 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.
- k. The Builder has given its consent that PNBHFL shall have alien 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.
- l. The Builder will not transfer the said Property to any other member or other person without obtaining the previous written consent/NOC from PNBHFL.
- m. In the event of default by the buyer/s or Mortgagor/s or Borrowers, if PNBHFL exercise its right enforces the security by sale, the Builder would accept the purchaser/s of the Property as a buyer, on such purchaser's complying with the necessary formalities which are required to become a buyer of the Builder.
- n. Notwithstanding anything contained or entered into between the Builder and the Borrower in any agreement or document or any clause contained therein and not forming part of this Agreement, this Agreement shall have an overriding effect.

Atul Kumar Ghalwani
2 *Peyali*

For M/s. Villa Orchids LLP
Arundhita
Authorised Signatory

- o. The Borrowers and the Builder assume full responsibility for and unconditionally agree to indemnify, defend and hold harmless PNBHFL from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including but not limited to attorney's fees) arising from failure of Borrowers and Builder to perform any of their respective obligations under this and/or any other Agreement with PNBHFL and/or from the negligence or misconduct of the Borrowers and the Builder.
- p. The courts at New Delhi, Delhi shall have exclusive jurisdiction over any matter/dispute arising out of this Agreement.
- q. It is understood that this Agreement does not constitute any party as the agent or legal representative of the other party(s) for any purpose whatsoever, and that no party is authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party(s) or to bind the other party(s) in any manner or thing whatsoever.

IN WITNESS WHERE OF THE PARTIES above named have here to set their hands on the dates specified here-in above in each case.

Witness
Signature
Name
Address
Occupation

(Signature of the Borrowers/Mortgagor/s)

1 Ashish Chandra

2 Pooja

Witness
Signature
Name
Address
Occupation

(Signature on behalf of the Builder)

Name
Designation
Seal

For M/s. Villa Orchids LLP
[Signature]
Authorised Signatory

Witness
Signature
Name
Address
Occupation

(Signature on behalf of the
PNB Housing Finance Limited)

SCHEDULED PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing plot no. 283 admeasuring about 147 sq.yds. forming part of land in survey nos. 3, 4, 5, 6, 7, 8, 33 of Mahadevpur Village & survey nos. 1, 3, 4, 5, 6, 7 of Kowkur Village, Malkajgiri Mandal, R.R. District., marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot no 284
South	Plot no 282
East	Plot no 278
West	30' wide road

Alumma Chelwanti

2

For M/s. Villa Orchids LLP

[Signature]
Authorised Signatory